

DAVIDOFF HUTCHER & CITRON LLP
605 Third Avenue
New York, New York 10158
(212) 557-7200
David H. Wander, Esq. (dhw@dhclegal.com)
Garrett Kingman, Esq. (gk@dhclegal.com)
Attorneys for Pearl Global Industries Ltd.

Hearing Date and Time:
October 3, 2019 at 10:00 a.m.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11

SEARS HOLDING CORPORATION, *et al.*,

Case No. 18-23538 (RDD)

Debtors.

(Jointly Administered)

-----X

**JOINDER BY PEARL GLOBAL INDUSTRIES LTD. TO SUPPLEMENTAL
OBJECTION OF MIEN CO. LTD. *ET AL* TO CONFIRMATION OF THE
MODIFIED SECOND AMENDED JOINT CHAPTER 11 PLAN OF SEARS
HOLDINGS CORPORATION AND ITS AFFILIATED DEBTORS AND TO
TERMINATE EXCLUSIVITY [DOC 5266]**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Pearl Global Industries, Ltd. ("Pearl Global"), by its attorneys, Davidoff Hutcher & Citron LLP, submits this joinder to the supplemental objection of Mien Co. Ltd. *et al* to confirmation of the modified second amended joint chapter 11 plan ("Plan") of Sears Holdings Corporation and its affiliated debtors and to terminate exclusivity (the "Mien Supplemental Objection") [Doc 5266], and represents and says as follows:

1. Peal Global is an administrative creditor of this estate. The Debtors' recent, tenth omnibus objection to claims acknowledges that, even after certain objections, Pearl Global should still have an administrative claim of hundreds of thousands of dollars.

2. Pearl Global joins in and supports the Mien Supplemental Objection. The Court should not confirm the Plan.

3. The Debtors undeniably engaged in fraudulent conduct leading up to this bankruptcy case by fraudulently inducing vendors of the Sears Marketplace to deliver goods, knowing they would not be paid. Sears knew it was giving these vendors false financial information about payments allegedly made to them, to induce them to continue delivering goods to the Debtor's customers. See **Exhibit A** – Response by Stolaas Company in Opposition to Debtor's Second Omnibus Objection to Proofs of Claim. Accordingly, no one (from the Board of Directors on down) should receive a release absolving them of liability from any participation in such fraudulent conduct.

4. The Debtors engaged in improper during this case by inducing foreign vendors, when this case was commenced, to deliver goods that were in transit, by promising payment would be made for such goods even though they were based upon pre-petition orders. See **Exhibit B** – Motion of Debtors for Interim and Final Authority To ... Confirm Administrative Expense Priority for Prepetition Orders Delivered to the Debtors Postpetition and Satisfy Such Obligations in the Ordinary Course of Business [Cod 14]; **Exhibit C** - Letter to Vendors by Robert Riecker dated October 15, 2018 and Vendor Talking Points. Upon information and belief, it was only after the Debtors became concerned about the administrative insolvency of these estates that they changed their position about paying the foreign vendors for goods ordered prepetition and delivered post-petition.

5. After the commencement of this case, when the Debtors needed cash to pay down their DIP loan to close on the asset sale to Transform, they stopped paying vendors on account of their administrative claims, while making sure the professional “carve out” was fully funded. Even now, when the Debtors admittedly owe vendors millions of dollars in undisputed administrative claims, the Debtors want to take all remaining cash -- in excess of \$50,000,000 (upon information and belief) – and pay it to the professionals who have already received approximately \$150,000,000, while paying allowed administrative claims \$0 at this time.

6. And now to add insult to injury, the Plan proposes to use the administrative creditors’ monies to fund the Debtors’ objections to their administrative claims post-confirmation!

7. For administrative creditors, the Plan is the most unequitable plan of all. It does not deserve to be confirmed.

Dated: New York, New York
October 1, 2019

DAVIDOFF HUTCHER & CITRON LLP

By: /s/ David H. Wander

David H. Wander

605 Third Avenue

New York, New York 10158

(212) 557-7200

dhw@dhclegal.com

Attorneys for Pearl Global Industries Ltd.

EXHIBIT - A

STOLAAS COMPANY
3554 Gatwick Manor Lane
Viera, Fla 32940
256-665-1170
Christina.stolaas@gmail.com

Hearing Date and Time:
September 25, 2019 at 10:00 am (EST)

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

In re:

Chapter 11

SEARS HOLDING CORPORATION, *et al.*,

Case No. 18-23538 (RDD)

Debtors.

(Jointly Administered)

-----X

**RESPONSE BY STOLAAS COMPANY IN OPPOSITION TO
DEBTOR'S SECOND OMNIBUS OBJECTION TO PROOFS OF CLAIM
(RECLASSIFICATION AS GENERAL UNSECURED CLAIMS) [DOC 4776]**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Stolaas Company d/b/a Tic-Tok a/ka/ CompGeek ("Stolaas") submits the following response in opposition to the Debtors' Second Omnibus Objection to Proofs of Claim (Reclassification as General Unsecured Claims) [Doc 4776] and represents and says:

PRELIMINARY STATEMENT

1. Stolaas was fraudulently induced by the Debtors to continue delivering goods for the Debtors' benefit until the Debtors' chapter 11 filing, so the Debtors could build up cash going into its bankruptcy case.

2. If the Debtors now seek to deny Stolaas an administrative claim under section 503(b)(9), then Stolaas should be given the opportunity to engage in discovery to determine which individuals perpetrated this fraud upon Stolaas.¹

3. The Debtors' objection to Stolaas' administrative claim should be denied outright because it says nothing other than "The Claim does not relate to goods received 'by the Debtors.'" There is no mention of the Sears Marketplace or any legal authorities.

BACKGROUND

4. Stolaas provided goods for the Debtors for approximately seven years, beginning in or about 2011, through the Sears Marketplace. The Debtors solicited the customers who bought goods delivered by Stolaas. The Debtors were paid directly by customers of the Sears Marketplace for the goods provided by Stolaas and the Debtors comingled the sales proceeds with their other funds. The Debtors were given fourteen (14) days credit by Stolaas for the goods sold through the Sears marketplace.

5. Historically, the Debtors paid Stolaas daily, with direct payments to Stolaas' bank account, with a fourteen (14) day lag, which represented the credit terms. Several months prior to the Debtors' bankruptcy filing, these payments stopped, but Sears kept reporting the goods delivered by Stolaas as having been paid. Numerous emails sent by Sears to Stolaas claimed funds were deposited into Stolaas' account when, in fact, these deposits were never made:

- a. On July 25, 2018, Sears sent an email to Stolaas claiming that \$17335.49 was sent to Stolaas bank account ("We initiated a transfer to your checking account (*****1887) in the amount of \$17335.49 on 07/24/2018"). **Exhibit A.** This was a lie. No such funds were remitted.
- b. On July 26, 2018, Sears sent an email to Stolaas claiming that \$18578.89 was sent to Stolaas bank account ("We initiated a transfer to your checking

¹ The Debtors' fraudulent conduct hurt many vendors who provided goods to the Debtors for its Sears Marketplace, while generating millions of dollars in cash that the Debtors used to finance the beginning of this bankruptcy case.

account (*****1887) in the amount of \$18578.89 on 07/25/2018”).
Exhibit A. This was a lie. No such funds were remitted.

- c. On July 27, 2018, Sears sent an email to Stolaas claiming that \$22466.26 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$22466.26 on 07/26/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- d. On July 30, 2018, Sears sent an email to Stolaas claiming that \$22466.26 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$22466.26 on 07/29/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- e. On August 2, 2018, Sears sent an email to Stolaas claiming that \$36920.50 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$36920.50 on 08/01/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- f. On August 5, 2018, Sears sent an email to Stolaas claiming that \$39265.81 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$39265.81 on 08/04/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- g. On August 6, 2018, Sears sent an email to Stolaas claiming that \$39,265.81 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$39265.81 on 08/05/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- h. On August 7, 2018, Sears sent an email to Stolaas claiming that \$48781.46 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$48781.46 on 08/06/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- i. On August 12, 2018, Sears sent an email to Stolaas claiming that \$53579.20 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$53579.20 on 08/11/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- j. On August 13, 2018, Sears sent an email to Stolaas claiming that \$53579.20 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$53579.20 on 08/12/2018”).
Exhibit A. This was a lie. No such funds were remitted.
- k. On October 4, 2018, Sears sent an email to Stolaas claiming that \$55785.50 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$55785.50 on 10/03/2018”).

Exhibit A. This was a lie. No such funds were remitted.

- l. On October 5, 2018, Sears sent an email to Stolaas claiming that \$60288.49 was sent to Stolaas bank account (“We initiated a transfer to your checking account (*****1887) in the amount of \$60288.49 on 10/04/2018”).

Exhibit A. This was a lie. No such funds were remitted.

6. Sears also generating falsified remittance reports, showing non-existent deposits into Stolaas’ bank account, with fictitious EFT numbers. While no payments were made after the Sears EFT date of 9/11/18, remittance reports continued populating on the Sears website stating that deposits were being made regularly on 9/12, 9/13, 9/14, 9/17, 9/19, etc. all the way through 10/9, less than one week before the bankruptcy filing. The total amount of the fictitious deposits reflected on the remittance reports is \$104,605.

7. In addition to the fictitious payments for goods sold and delivered by Stolaas within twenty (20) days of the bankruptcy filing, there is \$53,545.52 owed for additional goods delivered during this period, for a total administrative claim under section 503(b)(9) in the amount of \$154,248.42. Annexed as **Exhibit B** is Stolaas proof of claim.

8. In various emails during this period, Sears claimed that the delays in payment were due to computer problems. In addition, during this time, various payments were received which induced Stolaas to continue shipping goods.

9. It was not until after Sears filed for bankruptcy that Stolaas realized that a fraudulent scheme was in place to induce Stolaas to continue shipping goods for Sears, including during the 20 days leading up to the bankruptcy filing. Had Sears not induced Stolaas to continue shipping goods that were sold on the Sears Marketplace, with falsified remittance reports and fraudulent emails, Stolaas would have stopped delivering goods.

10. Based upon the relevant facts and the equitable principles that should guide this Court, the goods sold by Stolaas should be considered to have been “received” by the Debtors.

11. Stolaas does not have its original agreement with Sears and, therefore, Stolaas hereby requests that Sears produce this document.

12. Stolaas reserves its rights to amend this response to include additional arguments in support of its administrative claim. Additionally, Stolaas reserves its rights to file a response to any reply filed by the Debtors. Because the Debtors' claim objection fails to include any facts or law, Stolaas can only guess what grounds underlies the Debtors claim objection.

13. Accordingly, the Debtors objection to Stolaas' administrative claim should be denied.

Dated: Melbourne, Florida
September 6, 2019

STOLAAS COMPANY

By: /s/Christina Stolaas
Christina Stolaas
3554 Gatwick Manor Lane
Viera, Fla 32940
256-665-1170
Christina.stolaas@gmail.com

EXHIBIT A

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: July 25, 2018 at 9:03:26 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$17335.49 on 07/24/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: July 26, 2018 at 9:03:37 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$18578.89 on 07/25/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

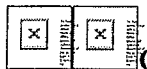
To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.



Christina Stolaas

VP Marketing

Leaf in Creek

Email: christina@leafincreek.com | Office: 256.886.4362 | Direct: 256.665.1170

Like Leaf in Creek on Facebook!

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>

Subject: Your payment is on its way

Date: July 27, 2018 at 9:03:20 PM EDT

To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$22466.26 on 07/26/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: July 30, 2018 at 9:02:27 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$22466.26 on 07/29/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 2, 2018 at 9:03:35 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$36920.50 on 08/01/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 5, 2018 at 9:02:22 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$39265.81 on 08/04/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 6, 2018 at 9:02:58 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$39265.81 on 08/05/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 7, 2018 at 9:05:31 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$48781.46 on 08/06/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 12, 2018 at 9:03:48 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$53579.20 on 08/11/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: August 13, 2018 at 9:02:50 PM EDT
To: <orders@tic-tok.net>

Dear CompGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$53579.20 on 08/12/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

This amount was never deposited, in fact we don't know where the "amount" came from. This is when we began emailing AP and our internal rep very confused and concerned about what was going on.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: October 4, 2018 at 9:03:21 PM EDT
To: <compgeekssears@gmail.com>

Dear ScreenGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$55785.50 on 10/03/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

5
7
8

Another email with money we did not receive that was “supposedly” deposited into our account. These emails are completely false, and no transfers were made. Furthermore, the amounts are not correct which is why we began emailing them.

Begin forwarded message:

From: Sears Commerce Services <seller_notification@searshc.com>
Subject: Your payment is on its way
Date: October 5, 2018 at 9:03:23 PM EDT
To: <compgeekssears@gmail.com>

Dear ScreenGeeks,

We initiated a transfer to your checking account (*****1887) in the amount of \$60288.49 on 10/04/2018.

Funds usually arrive within 5 to 7 business days, varying by bank, but on occasion, it may be longer.

To see more information about payments to your seller account, do the following:

1. Log in to your seller account in Seller Portal (www.searscommerceservices.com)
2. Go to Seller Tools -> Reports -> Remittance Info

Thank you for selling on Sears,

Sears Marketplace Team

This message, including any attachments, is the property of Sears Holdings Corporation and/or one of its subsidiaries. It is confidential and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

EXHIBIT B

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK

Fill in this information to identify the case (Select only one Debtor per claim form):

<input checked="" type="checkbox"/> Sears Holdings Corporation (18-23538)	<input type="checkbox"/> Kmart Corporation (18-23549)	<input type="checkbox"/> Sears, Roebuck de Puerto Rico, Inc. (18-23561)	<input type="checkbox"/> MyGofer LLC (18-23573)	<input type="checkbox"/> Kmart.com LLC (18-23585)
<input type="checkbox"/> Sears, Roebuck and Co. (18-23537)	<input type="checkbox"/> MaxServ, Inc. (18-23550)	<input type="checkbox"/> SYW Relay LLC (18-23562)	<input type="checkbox"/> Sears Brands Business Unit Corporation (18-23574)	<input type="checkbox"/> Sears Brands Management Corporation (18-23586)
<input type="checkbox"/> Kmart Holding Corporation (18-23539)	<input type="checkbox"/> Private Brands, Ltd. (18-23551)	<input type="checkbox"/> Wally Labs LLC (18-23563)	<input type="checkbox"/> Sears Holdings Publishing Company, LLC (18-23575)	<input type="checkbox"/> SHC Licensed Business LLC (18-23616)
<input type="checkbox"/> Kmart Operations LLC (18-23540)	<input type="checkbox"/> Sears Development Co. (18-23552)	<input type="checkbox"/> Big Beaver of Florida Development, LLC (18-23564)	<input type="checkbox"/> Kmart of Michigan, Inc. (18-23576)	<input type="checkbox"/> SHC Promotions LLC (18-23630)
<input type="checkbox"/> Sears Operations LLC (18-23541)	<input type="checkbox"/> Sears Holdings Management Corporation (18-23553)	<input type="checkbox"/> California Builder Appliances, Inc. (18-23565)	<input type="checkbox"/> SHC Desert Springs, LLC (18-23577)	<input type="checkbox"/> SRE Holding Corporation (19-22301)
<input type="checkbox"/> ServiceLive, Inc. (18-23542)	<input type="checkbox"/> Sears Home & Business Franchises, Inc. (18-23554)	<input type="checkbox"/> Florida Builder Appliances, Inc. (18-23566)	<input type="checkbox"/> SOE, Inc. (18-23578)	
<input type="checkbox"/> A&E Factory Service, LLC (18-23543)	<input type="checkbox"/> Sears Home Improvement Products, Inc. (18-23555)	<input type="checkbox"/> KBI Holding Inc. (18-23567)	<input type="checkbox"/> StarWest, LLC (18-23579)	
<input type="checkbox"/> A&E Home Delivery, LLC (18-23544)	<input type="checkbox"/> Sears Insurance Services, L.L.C. (18-23556)	<input type="checkbox"/> KLC, Inc. (18-23568)	<input type="checkbox"/> STL Merchandising, Inc. (18-23580)	
<input type="checkbox"/> A&E Lawn & Garden, LLC (18-23545)	<input type="checkbox"/> Sears Procurement Services, Inc. (18-23557)	<input type="checkbox"/> Sears Protection Company (Florida), L.L.C. (18-23569)	<input type="checkbox"/> Troy Coolidge No. 13, L.L.C. (18-23581)	
<input type="checkbox"/> A&E Signature Service, L.L.C. (18-23546)	<input type="checkbox"/> Sears Protection Company (18-23558)	<input type="checkbox"/> Kmart of Washington LLC (18-23570)	<input type="checkbox"/> BlueLight.com, Inc. (18-23582)	
<input type="checkbox"/> FBA Holdings Inc. (18-23547)	<input type="checkbox"/> Sears Protection Company (PR) Inc. (18-23559)	<input type="checkbox"/> Kmart Stores of Illinois LLC (18-23571)	<input type="checkbox"/> Sears Brands, L.L.C. (18-23583)	
<input type="checkbox"/> Innovet Solutions, Inc. (18-23548)	<input type="checkbox"/> Sears Roebuck Acceptance Corp. (18-23560)	<input type="checkbox"/> Kmart Stores of Texas LLC (18-23572)	<input type="checkbox"/> Sears Buying Services, Inc. (18-23584)	

RECEIVED
MAR 26 2019
PRIME CLERK LLC

I Date Stamped Copy Returned
I No Self-Addressed Stamped Envelope
I No Copy Provided

Proof of Claim

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense, other than a claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?
Name of the current creditor (the person or entity to be paid for this claim) Stolow company

Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
☒ No
☐ Yes. From whom? _____

3. Where should notices and payments to the creditor be sent?
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)
Where should notices to the creditor be sent? Last in check c/o Christina Stolow
6105 N Wickham Rd #410460
Melbourne FL 32940
Where should payments to the creditor be sent? (if different) _____

Contact phone 256-665-1170 Contact phone 256-665-1170
Contact email Christina.Stolow@gmail Contact email Christina.Stolow@gmail.com

4. Does this claim amend one already filed?
☐ No
☒ Yes. Claim number on court claims registry (if known) 4280 1387
Filed on 11/5/18 10/23/18 MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
☒ No
☐ Yes. Who made the earlier filing? _____



Claim Number: 11880

Proof of Claim

page 1

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 154,248.42 Does this amount include interest or other charges?
☐ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

9. Is all or part of the claim secured? ☐ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- ☒ No
☐ Yes. Check one:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).
☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).
☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).
☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☐ No

☒ Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ 154,248.42

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☒ I am the creditor.
☐ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/13/19 (mm/dd/yyyy)

Signature

Print the name of the person who is completing and signing this claim:

Name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company, if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

Unpaid Orders via Sears Marketplace

PO	Date of Ship	Amount Owed
1229084	10/12/18	146.94
1202830	10/10/18	924.42
1158826	10/5/18	167.39
1184079	10/8/18	167.39
1184841	10/9/18	167.39
1185844	10/9/18	541.26
1185672	10/11/18	231.57
1187057	10/9/18	541.26
1187266	10/9/18	924.42
1200133	10/13/18	347.82
4/4/86	10/10/18	147.87
1202830	10/10/18	924.42
1203538	10/12/18	125.55
1203596	10/11/18	412.92
1207144	10/11/18	446.4
1207412	10/11/18	167.39
3796066	10/11/18	129.27
1221674	10/12/18	1114.14
1222895	10/11/18	128.34
1223568	10/11/18	88.34
3307409	10/11/18	122.76
3796853	10/11/18	139.5
3307763	10/12/18	183.21
1227471	10/13/18	119.97
3308075	10/12/18	106.95
1228510	10/12/18	169.26
1229084	10/12/18	146.94
3308298	10/12/18	143.22
1232648	10/13/18	129.27
1236479	10/13/18	137.64
1242006	10/14/18	139.5
1183585	10/9/18	63.24
1180830	10/9/18	1740.96
1180073	10/8/18	389.67
1179397	10/8/18	79.04
1179504	10/10/18	222.27
1177060	10/9/18	554.25
1173873	10/8/18	167.39

1173210	10/8/18	527.31
1172135	10/8/18	222.27
1171244	10/10/18	469.65
1170954	10/8/18	79.04
1167974	10/9/18	650.07
3302555	10/8/18	167.39
1167708	10/8/18	82.77
1166552	10/10/18	556.14
1165866	10/7/18	157.17
1164550	10/8/18	120.9
1164041	10/8/18	370.14
1161873	10/5/18	81.84
1159764	10/6/18	541.26
1158826	10/5/18	167.39
1157946	10/6/18	321.78
1156189	10/5/18	125.55
1155896	10/5/18	541.26
1155935	10/5/18	202.3
1155594	10/5/18	129.27
1155443	10/5/18	541.26
1155129	10/4/18	371.07
1155127	10/4/18	389.67
1152580	10/8/18	125.55
1152291	10/6/18	369.21
1152196	10/4/18	212.97
1152229	10/5/18	1320.6
1151256	10/4/18	173.9
1151074	10/8/18	556.14
1150762	10/6/18	541.26
1150614	10/4/18	167.39
1150162	10/4/18	222.27
1149978	10/4/18	148.8
1149187	10/6/18	125.55
1148207	10/4/18	190.65
1147733	10/4/18	82.77
1144954	10/8/18	541.26
1140624	10/4/18	416.64
1107676	10/2/18	138.57
1106433	10/2/18	222.27
1105815	10/3/18	556.14
1105497	10/2/18	119.97
1105549	10/3/18	541.26

1105447	10/3/18	389.67
1104945	10/2/18	541.26
1104771	10/4/18	541.26
1103807	10/3/18	541.26
1102860	10/2/18	167.39
1100920	10/6/18	230.64
1098784	10/4/18	68.82
1098228	10/2/18	541.26
1097970	10/1/18	1538.22
1097652	10/2/18	1138.32
1097641	10/4/18	434.31
3776920	10/1/18	180.42
1096757	10/1/18	581.25
1095713	10/1/18	632.4
1095179	10/1/18	157.17
1095020	10/2/18	169.26
1094232	10/1/18	239.94
1093617	10/1/18	139.5
1093262	10/1/18	367.35
1091199	10/1/18	771.9
1091583	10/1/18	119.97
1090470	9/30/18	2046
1090318	10/1/18	111.6
1089633	10/1/18	759.81
1088757	10/4/18	541.26
1088804	10/2/18	167.39
1087035	9/30/18	125.55
1086154	10/1/18	212.97
1085499	10/1/18	172.05
1085864	10/3/18	212.97
1085398	10/1/18	491.97
1084536	9/29/18	212.97
3293756	10/4/18	389.67
1084233	10/1/18	370.14
1082997	10/2/18	370.14
3293657	10/1/18	55.78
1081742	10/4/18	301.32
1081410	10/3/18	370.14
1080667	9/29/18	230.64
1079772	9/28/18	106.02
1078879	9/29/18	541.26
1079026	10/1/18	113.46

1078879	9/29/18	541.26
1079026	10/1/18	113.46
1078336	9/30/18	389.67
1077076	9/28/18	139.5
1077353	10/1/18	541.26
1076984	9/29/18	835.14
1075718	9/28/18	434.31
3774505	9/28/18	541.26
1074296	9/28/18	427.8
3774128	9/28/18	437.1
1073512	9/28/18	202.3
3773686	9/28/18	55.78
1072556	9/28/18	412.92
1072180	9/27/18	389.67
1066099	9/28/18	924.42
1066088	9/27/18	347.82
1063253	9/27/18	500.34
1065085	9/28/18	646.35
3772918	10/1/18	1082.52
1061625	9/27/18	274.35
3290388	9/27/18	122.76
1046235	9/27/18	389.67
3771675	9/26/18	212.97

Admin claim
/ Not on remittance
reports but
sears has
not
paid

53545.52 Total past due not on remittance reports

Past Remittances Not Deposited

EFT DATE	EFT #	Amount
9/12/18	E21303	3070.82
9/13/18	E22047	4308.43
9/14/18	E22750	2167.21
9/17/18	E23263	17307.02
9/18/18	E24283	3322.23
9/19/18	E24957	9952.33
9/21/18	E26371	584
9/24/18	E26866	15284.27
9/25/18	E27876	7242.81
9/26/18	E28546	2290.12
9/27/18	E29247	952.63

10/1/18 E30323	10417.43
10/8/18 E34037	10897.64
9/19/18 E31302	2090.38
10/3/18 E32218	6971.53
10/4/18 E32844	4502.99
10/9/18 E34760	3243.79

104605.63 Total Past Due from remittances reports

Refund	10/9/19	135
Refund	10/10/18	152.99
Refund	10/10/18	1380
Refund	10/13/18	126.65
Refund	10/12/18	50.59
Refund	10/4/18	297.5
Refund	10/2/18	338
Refund	10/9/18	419
Refund	9/28/30	508.3
Refund	10/2/18	494.7

3902.79

Total Amount Due 154,248.42

Petitioning for
admin
claim on
this amount

From: Marketplace Support mp_notifications@searshc.com
Subject: Case#: 00980698 FW: Seller need assistance -Ref#725022 Resolution email ref:_00DA0JooF_5001Hqla4d:ref
Date: October 4, 2018 at 2:34 PM
To: compgeekssellers@gmail.com

Hi,

This email is with reference to the payments not deposited to your bank account in last week.

I have checked your remittance report and found that we have paid you for all the order shipped and the latest report was done on 10/2/2018. Attached is the remittance report for your ready reference.

We request you to check the report and also check with your bank whether the deposits are created or not.

Looking forward to hear from you at the earliest.

Thank you!
Amruta
Seller Support Specialist
Sears Marketplace Seller Support

.....
Case #: 00980698
Status: Awaiting Seller Response
Subject: FW: Seller need assistance -Ref#725022 Resolution email
Description:
Team

My seller CompGeeks 20960 checked their banking information and it is correct in seller portal. Are the payments delayed because we are floating? Or did we send her payments to someone else? Please check and advise.

Hey Glenn,

Sorry to be a pain! So I verified that our bank account is fine, it's the same as it's been for years on the EFT>

Problem is...now NO DEPOSITS are coming in all week. Did they stop making deposits or something because of the mixup with whatever seller that was? (remember that email thread that had another sellers info)...

Or... God forbid, are the deposits going in someone else account.

We get deposits almost daily during the week....now zero and our remittance reports shows several.

Can you find out whats going on ASAP?

From: Rugh, Christie
Sent: Thursday, September 27, 2018 10:40 AM
To: Murray, Glenn <Glenn.Murray@searshc.com>
Subject: FW: Seller need assistance -Ref#725022 Resolution email

From: A/P EFT Process
Sent: Thursday, September 27, 2018 10:36 AM
To: Karande, Amruta <Amruta.Karande@searshc.com<mailto:Amruta.Karande@searshc.com>>
Cc: Rugh, Christie <Christie.Rugh@searshc.com<mailto:Christie.Rugh@searshc.com>>; APHelp <aphelp@searshc.com<mailto:aphelp@searshc.com>>
Subject: Seller need assistance -Ref#725022 Resolution email

Hi Amruta,

The attached checks has been deposited into below vendor bank account.

Routing #:XXXXXX0760

Account #:XXXXXXXX9855

Regards,

Sandhya

.....
EFT Team (AP Control)

From: Marketplace Support notifications@searshc.com
Subject: Case# :00980698 FW: Seller need assistance -Ref#725022 Resolution email ref:_00DA0JooF_5001Hqla4d:ref
Date: October 10, 2018 at 3:52 PM
To: compgeekssears@gmail.com



Hi Christina,

Our accounts team is working on this complex technical issue. We understand that this has created great inconvenience to our sellers, however, at this point in time, we do not have a definite timeline as to when this can be fixed for our sellers.

We request you to be patient while we work diligently to resolve this for our sellers.

It's been a pleasure having you as our valued Seller. We would like to thank you for giving us an opportunity to serve you. We at Sears Marketplace value feedback from our Seller as it serves as an opportunity to enhance our services and review our processes.

This month you have a chance to win \$50 Sears gift card by taking the survey. Please click on below link survey so that you will be eligible for \$50 Sears gift card and don't forget to give us your name and email as part of the survey. Terms and conditions apply.

<https://www.research.net/r/MPCaseSatisfaction?CaseNumber=00980698&SellerID=20960>

Thank you!
Amruta
Seller Support Specialist
Sears Marketplace Seller Support

.....

Case #: 00980698
Status: Closed
Subject: FW: Seller need assistance -Ref#725022 Resolution email
Description:
Team

My seller CompGeeks 20960 checked their banking information and it is correct in seller portal. Are the payments delayed because we are floating? Or did we send her payments to someone else? Please check and advise.

Hey Glenn,

Sorry to be a pain! So I verified that our bank account is fine, it's the same as it's been for years on the EFT>

Problem is...now NO DEPOSITS are coming in all week. Did they stop making deposits or something because of the mixup with whatever seller that was? (remember that email thread that had another sellers info)...

Or... God forbid, are the deposits going in someone else account.

We get deposits almost daily during the week....now zero and our remittance reports shows several.

Can you find out whats going on ASAP?

From: Rugh, Christie
Sent: Thursday, September 27, 2018 10:40 AM
To: Murray, Glenn <Glenn.Murray@searshc.com>
Subject: FW: Seller need assistance -Ref#725022 Resolution email

From: A/P EFT Process
Sent: Thursday, September 27, 2018 10:36 AM
To: Karande, Amruta <Amruta.Karande@searshc.com><<mailto:Amruta.Karande@searshc.com>>>
Cc: Rugh, Christie <Christie.Rugh@searshc.com><<mailto:Christie.Rugh@searshc.com>>>; APHelp <aphelp@searshc.com><<mailto:aphelp@searshc.com>>>
Subject: Seller need assistance -Ref#725022 Resolution email

Hi Amruta,

The attached checks has been deposited into below vendor bank account.

Routing #:XXXXXX0760

Account #:XXXXXXXX9855

Regards,

Deceptive
business practices,
took ar money
instead of sharing
they were in pcd bankruptcy
meanwhile
having US
ship thousands!

and may contain proprietary or legally privileged information. If you are not the intended recipient, please delete it without reading the contents. Thank you.

10/10/2018 07:59:32 AM CDT [compgeekssears@gmail.com]

Enterprise Security Team Alert: This email originated from outside of the organization. Please use caution when opening messages from external sources.

Hi,

It seems the delay in payments is happening again this week? Do we know when this will be solved? Please assist.

No remittances have been made this week and I am due several.

10/08/2018 12:25:18 PM CDT [Amruta karande]

[Recipients: compgeekssears@gmail.com]

Hi Christina,

Thank you for the confirmation that you are now receiving payments.

I truly understand that it took time for the payments to deposit in your bank account. We regret to inform you that unfortunately, at this time we are experiencing a delay in payments remitting to accounts. Our accounts team is already working on this critical issue. Please be rest assured that you will surely get all your payments as per notification received with some delay. It will not be stuck with us.

We sincerely appreciate your understanding. Please don't hesitate to revert, if you have any follow-up question. I will be happy to assist you.

It's been a pleasure having you as our valued Seller. We would like to thank you for giving us an opportunity to serve you. We at Sears Marketplace value feedback from our Seller as it serves as an opportunity to enhance our services and review our processes.

This month you have a chance to win \$50 Sears gift card by taking the survey. Please click on below link survey so that you will be eligible for \$50 Sears gift card and don't forget to give us your name and email as part of the survey. Terms and conditions apply.

<https://www.research.net/r/MPCaseSatisfaction?CaseNumber=00980698&SellerID=20960>

10/07/2018 05:40:28 PM CDT [compgeekssears@gmail.com]

Enterprise Security Team Alert: This email originated from outside of the organization. Please use caution when opening messages from external sources.

Hi yes it shows deposits have resumed now, though they are slower then usual and shows some delays .they are at least coming now. Thanks.

10/04/2018 01:34:18 PM CDT [Amruta karande]

[Recipients: compgeekssears@gmail.com]
[Attachments: Remittance Info .xlsx]

Hi,

This email is with reference to the payments not deposited to your bank account in last week.

I have checked your remittance report and found that we have paid you for all the order shipped and the latest deport was done on

✓ Lies!
Sears was holding up
funds and asking us
to continue
to ship!

Document given to us
from SACS showing
NO
PAY!

DUNS	Vnd Rtype	Vnd Dp No	Inv No	Inv Dt	Trm Cd	Inv Tot Gr Am	Inv Tot Amt
1029	NO PAY	280	0000480188	2018/10/01	2	\$-39.99	\$0.00
1029	NO PAY	691	000007RXZI	2018/08/30	1	\$574.74	\$0.00
1029	NO PAY	691	000007RXZI	2018/08/30	1	\$574.74	\$0.00
1029	NO PAY	691	000007RY1Z	2018/08/30	1	\$541.26	\$0.00
1029	NO PAY	691	000007RZ4F	2018/08/30	1	\$55.78	\$0.00
1029	NO PAY	691	000007RZ4C	2018/08/30	1	\$212.97	\$0.00
1029	NO PAY	691	000007RZ4F	2018/08/30	1	\$173.90	\$0.00
1029	NO PAY	691	000007RZ7E	2018/08/30	1	\$138.57	\$0.00
1029	NO PAY	691	000007RZAI	2018/08/30	1	\$445.47	\$0.00
1029	NO PAY	691	000007RZAI	2018/08/30	1	\$258.54	\$0.00
1029	NO PAY	691	000007RZDI	2018/08/30	1	\$329.22	\$0.00
1029	NO PAY	691	000007RZJ1	2018/08/30	1	\$370.14	\$0.00
1029	NO PAY	691	000007RZW	2018/08/30	1	\$136.71	\$0.00
1029	NO PAY	691	000007RZW	2018/08/30	1	\$74.39	\$0.00
1029	NO PAY	691	000007S0PA	2018/08/31	1	\$2,566.80	\$0.00
1029	NO PAY	691	000007S0RC	2018/08/31	1	\$157.17	\$0.00
1029	NO PAY	691	000007S14V	2018/08/31	1	\$84.39	\$0.00
1029	NO PAY	691	000007S14X	2018/08/31	1	\$212.97	\$0.00
1029	NO PAY	691	000007S1OI	2018/08/31	1	\$74.39	\$0.00
1029	NO PAY	691	000007S1XF	2018/08/31	1	\$63.24	\$0.00
1029	NO PAY	691	000007S23F	2018/08/31	1	\$541.26	\$0.00
1029	NO PAY	691	000007S23E	2018/08/31	1	\$395.24	\$0.00
1029	NO PAY	691	000007S2KE	2018/08/31	1	\$212.97	\$0.00
1029	NO PAY	691	000007S2ZE	2018/09/01	1	\$541.26	\$0.00
1029	NO PAY	691	000007S2ZE	2018/09/01	1	\$541.26	\$0.00
1029	NO PAY	691	000007S2ZC	2018/09/01	1	\$541.26	\$0.00
1029	NO PAY	691	000007S2ZF	2018/09/01	1	\$106.95	\$0.00
1029	NO PAY	691	000007S2ZC	2018/09/01	1	\$164.61	\$0.00
1029	NO PAY	691	000007S2ZF	2018/09/01	1	\$222.27	\$0.00
1029	NO PAY	691	000007S2ZE	2018/09/01	1	\$74.39	\$0.00
1029	NO PAY	691	000007S36V	2018/09/01	1	\$637.04	\$0.00
1029	NO PAY	691	000007S39J	2018/09/01	1	\$137.64	\$0.00
1029	NO PAY	691	000007S3I7	2018/09/02	1	\$369.21	\$0.00
1029	NO PAY	691	000007S3J7	2018/09/02	1	\$179.49	\$0.00
1029	NO PAY	691	000007S3J8	2018/09/02	1	\$148.80	\$0.00
1029	NO PAY	691	000007S43Y	2018/09/02	1	\$129.27	\$0.00
1029	NO PAY	691	000007S44F	2018/09/02	1	\$164.61	\$0.00
1029	NO PAY	691	000007S44C	2018/09/02	1	\$164.61	\$0.00
1029	NO PAY	691	000007S45Z	2018/09/02	1	\$201.81	\$0.00
1029	NO PAY	691	000007S55F	2018/09/03	1	\$139.50	\$0.00
1029	NO PAY	691	000007S58A	2018/09/03	1	\$139.50	\$0.00
1029	NO PAY	691	000007S5DE	2018/09/03	1	\$541.26	\$0.00
1029	NO PAY	691	000007S5DE	2018/09/03	1	\$164.61	\$0.00
1029	NO PAY	691	000007S5DI	2018/09/03	1	\$541.26	\$0.00

1029	NO PAY	691	000007S5FF 2018/09/03	1	\$139.50	\$0.00
1029	NO PAY	691	000007S5FC 2018/09/03	1	\$139.50	\$0.00
1029	NO PAY	691	000007S5OI 2018/09/03	1	\$164.61	\$0.00
1029	NO PAY	691	000007S5XC 2018/09/03	1	\$349.68	\$0.00
1029	NO PAY	691	000007S76C 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76F 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76I 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76J 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76K 2018/09/04	1	\$444.54	\$0.00
1029	NO PAY	691	000007S76L 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76M 2018/09/04	1	\$175.77	\$0.00
1029	NO PAY	691	000007S76N 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76O 2018/09/04	1	\$334.78	\$0.00
1029	NO PAY	691	000007S76P 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76Q 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S76R 2018/09/04	1	\$74.39	\$0.00
1029	NO PAY	691	000007S76S 2018/09/04	1	\$437.10	\$0.00
1029	NO PAY	691	000007S76T 2018/09/04	1	\$84.39	\$0.00
1029	NO PAY	691	000007S76U 2018/09/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007S7DE 2018/09/04	1	\$138.57	\$0.00
1029	NO PAY	691	000007S7DI 2018/09/04	1	\$92.07	\$0.00
1029	NO PAY	691	000007S7JN 2018/09/04	1	\$395.24	\$0.00
1029	NO PAY	691	000007S7JC 2018/09/04	1	\$389.67	\$0.00
1029	NO PAY	691	000007S7W 2018/09/04	1	\$395.24	\$0.00
1029	NO PAY	691	000007S7W 2018/09/04	1	\$97.65	\$0.00
1029	NO PAY	691	000007S7W 2018/09/04	1	\$601.71	\$0.00
1029	NO PAY	691	000007S7W 2018/09/04	1	\$389.67	\$0.00
1029	NO PAY	691	000007S7XC 2018/09/04	1	\$389.67	\$0.00
1029	NO PAY	691	000007S7X1 2018/09/04	1	\$137.64	\$0.00
1029	NO PAY	691	000007S7X2 2018/09/04	1	\$137.64	\$0.00
1029	NO PAY	691	000007S7X3 2018/09/04	1	\$139.50	\$0.00
1029	NO PAY	691	000007S7X4 2018/09/04	1	\$139.50	\$0.00
1029	NO PAY	691	000007S8R0 2018/09/04	1	\$144.15	\$0.00
1029	NO PAY	691	000007S8R1 2018/09/04	1	\$122.76	\$0.00
1029	NO PAY	691	000007S8R2 2018/09/04	1	\$412.92	\$0.00
1029	NO PAY	691	000007S9QI 2018/09/04	1	\$164.61	\$0.00
1029	NO PAY	691	000007S9QI 2018/09/04	1	\$164.61	\$0.00
1029	NO PAY	691	000007S9QI 2018/09/04	1	\$164.61	\$0.00
1029	NO PAY	691	000007SATI 2018/09/04	1	\$412.92	\$0.00
1029	NO PAY	691	000007SAT2 2018/09/04	1	\$141.36	\$0.00
1029	NO PAY	691	000007SAT3 2018/09/04	1	\$138.57	\$0.00
1029	NO PAY	691	000007SBM 2018/09/04	1	\$427.80	\$0.00
1029	NO PAY	691	000007SBM 2018/09/04	1	\$771.90	\$0.00
1029	NO PAY	691	000007SBXI 2018/09/04	1	\$771.90	\$0.00
1029	NO PAY	691	000007SDLF 2018/09/05	1	\$710.52	\$0.00

1029	NO PAY	691	000007SDLC 2018/09/05	1	\$541.26	\$0.00
1029	NO PAY	691	000007SDX 2018/09/05	1	\$175.77	\$0.00
1029	NO PAY	691	000007SEC 2018/09/05	1	\$139.50	\$0.00
1029	NO PAY	691	000007SEC 2018/09/05	1	\$129.27	\$0.00
1029	NO PAY	691	000007SEC 2018/09/05	1	\$139.50	\$0.00
1029	NO PAY	691	000007SFQ 2018/09/05	1	\$515.22	\$0.00
1029	NO PAY	691	000007SFW 2018/09/05	1	\$164.61	\$0.00
1029	NO PAY	691	000007SFW 2018/09/05	1	\$444.54	\$0.00
1029	NO PAY	691	000007SFYL 2018/09/05	1	\$74.39	\$0.00
1029	NO PAY	691	000007SGE 2018/09/05	1	\$222.27	\$0.00
1029	NO PAY	691	000007SGE 2018/09/05	1	\$2,566.80	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$1,646.10	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$1,082.52	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$332.94	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$1,571.70	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$302.25	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$385.95	\$0.00
1029	NO PAY	691	000007SHB 2018/09/06	1	\$167.39	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$308.76	\$0.00
1029	NO PAY	691	000007SHBI 2018/09/06	1	\$63.24	\$0.00
1029	NO PAY	691	000007SHH 2018/09/06	1	\$350.34	\$0.00
1029	NO PAY	691	000007SHO 2018/09/06	1	\$164.61	\$0.00
1029	NO PAY	691	000007SHO 2018/09/06	1	\$292.95	\$0.00
1029	NO PAY	691	000007SHO 2018/09/06	1	\$139.50	\$0.00
1029	NO PAY	691	000007SIGL 2018/09/06	1	\$164.61	\$0.00
1029	NO PAY	691	000007SIGM 2018/09/06	1	\$164.61	\$0.00
1029	NO PAY	691	000007SIGN 2018/09/06	1	\$1,138.32	\$0.00
1029	NO PAY	691	000007SIGC 2018/09/06	1	\$84.39	\$0.00
1029	NO PAY	691	000007SIGF 2018/09/06	1	\$74.39	\$0.00
1029	NO PAY	691	000007SITS 2018/09/06	1	\$461.28	\$0.00
1029	NO PAY	691	000007SITT 2018/09/06	1	\$412.92	\$0.00
1029	NO PAY	691	000007SJLJ 2018/09/06	1	\$412.92	\$0.00
1029	NO PAY	691	000007SJPV 2018/09/06	1	\$230.64	\$0.00
1029	NO PAY	691	000007SML 2018/09/07	1	\$222.27	\$0.00
1029	NO PAY	691	000007SML 2018/09/07	1	\$167.39	\$0.00
1029	NO PAY	691	000007SML 2018/09/07	1	\$84.39	\$0.00
1029	NO PAY	691	000007SNB 2018/09/08	1	\$138.56	\$0.00
1029	NO PAY	691	000007SNC 2018/09/08	1	\$541.26	\$0.00
1029	NO PAY	691	000007SNC 2018/09/08	1	\$55.78	\$0.00
1029	NO PAY	691	000007SNU 2018/09/09	1	\$230.64	\$0.00
1029	NO PAY	691	000007SNU 2018/09/09	1	\$1,571.70	\$0.00
1029	NO PAY	691	000007SOOI 2018/09/09	1	\$183.21	\$0.00
1029	NO PAY	691	000007SOEI 2018/09/09	1	\$604.50	\$0.00
1029	NO PAY	691	000007SOE 2018/09/09	1	\$175.77	\$0.00
1029	NO PAY	691	000007SOLI 2018/09/09	1	\$212.97	\$0.00

1029	NO PAY	691	000007SPO: 2018/09/10	1	\$229.71	\$0.00
1029	NO PAY	691	000007SPT\ 2018/09/10	1	\$541.26	\$0.00
1029	NO PAY	691	000007SPT\ 2018/09/10	1	\$541.26	\$0.00
1029	NO PAY	691	000007SPT\ 2018/09/10	1	\$139.50	\$0.00
1029	NO PAY	691	000007SPT\ 2018/09/10	1	\$953.25	\$0.00
1029	NO PAY	691	000007SPT: 2018/09/10	1	\$212.97	\$0.00
1029	NO PAY	691	000007SQIF: 2018/09/10	1	\$84.39	\$0.00
1029	NO PAY	691	000007SRR: 2018/09/10	1	\$240.87	\$0.00
1029	NO PAY	691	000007SRR: 2018/09/10	1	\$384.09	\$0.00
1029	NO PAY	691	000007SRR: 2018/09/10	1	\$172.05	\$0.00
1029	NO PAY	691	000007SRX: 2018/09/10	1	\$407.34	\$0.00
1029	NO PAY	691	000007SSB: 2018/09/10	1	\$541.26	\$0.00
1029	NO PAY	691	000007ST1C 2018/09/10	1	\$359.91	\$0.00
1029	NO PAY	691	000007ST1F 2018/09/10	1	\$167.39	\$0.00
1029	NO PAY	691	000007ST1F 2018/09/10	1	\$139.50	\$0.00
1029	NO PAY	691	000007SU0C 2018/09/10	1	\$190.65	\$0.00
1029	NO PAY	691	000007SU0F 2018/09/10	1	\$453.84	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$753.30	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$147.87	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$167.39	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$541.26	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$352.47	\$0.00
1029	NO PAY	691	000007SUU: 2018/09/11	1	\$63.24	\$0.00
1029	NO PAY	691	000007SUZ: 2018/09/11	1	\$139.50	\$0.00
1029	NO PAY	691	000007SUZ: 2018/09/11	1	\$259.47	\$0.00
1029	NO PAY	691	000007SVL: 2018/09/11	1	\$541.26	\$0.00
1029	NO PAY	691	000007SVLE 2018/09/11	1	\$212.97	\$0.00
1029	NO PAY	691	000007SVLC 2018/09/11	1	\$389.67	\$0.00
1029	NO PAY	691	000007SVU: 2018/09/11	1	\$167.39	\$0.00
1029	NO PAY	691	000007SW3: 2018/09/11	1	\$541.26	\$0.00
1029	NO PAY	691	000007SWK 2018/09/11	1	\$1,283.40	\$0.00
1029	NO PAY	691	000007SX21 2018/09/11	1	\$541.26	\$0.00
1029	NO PAY	691	000007SX9I 2018/09/11	1	\$167.39	\$0.00
1029	NO PAY	691	000007SX9L 2018/09/11	1	\$277.14	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$216.68	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$267.83	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$139.50	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$79.04	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$556.14	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$515.22	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$370.14	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$541.26	\$0.00
1029	NO PAY	691	000007SYBI 2018/09/12	1	\$1,283.40	\$0.00
1029	NO PAY	691	000007SYB: 2018/09/12	1	\$301.32	\$0.00
1029	NO PAY	691	000007SZGI 2018/09/12	1	\$157.17	\$0.00

1029	NO PAY	691	000007SZGI 2018/09/12	1	\$541.26	\$0.00
1029	NO PAY	691	000007SZXI 2018/09/12	1	\$173.90	\$0.00
1029	NO PAY	691	000007SZXI 2018/09/12	1	\$246.45	\$0.00
1029	NO PAY	691	000007T0MI 2018/09/12	1	\$212.97	\$0.00
1029	NO PAY	691	000007T0MI 2018/09/12	1	\$216.68	\$0.00
1029	NO PAY	691	000007T0MI 2018/09/12	1	\$148.80	\$0.00
1029	NO PAY	691	000007T0MI 2018/09/12	1	\$541.26	\$0.00
1029	NO PAY	691	000007T0PI 2018/09/12	1	\$452.91	\$0.00
1029	NO PAY	691	000007T0PI 2018/09/12	1	\$389.67	\$0.00
1029	NO PAY	691	000007T0PJ 2018/09/12	1	\$139.50	\$0.00
1029	NO PAY	691	000007T0PI 2018/09/12	1	\$139.50	\$0.00
1029	NO PAY	691	000007T0QC 2018/09/12	1	\$541.26	\$0.00
1029	NO PAY	691	000007T0QI 2018/09/12	1	\$515.22	\$0.00
1029	NO PAY	691	000007T1CI 2018/09/13	1	\$212.97	\$0.00
1029	NO PAY	691	000007T1CI 2018/09/13	1	\$541.26	\$0.00
1029	NO PAY	691	000007T1K2 2018/09/13	1	\$138.57	\$0.00
1029	NO PAY	691	000007T1N4 2018/09/13	1	\$167.39	\$0.00
1029	NO PAY	691	000007T22F 2018/09/13	1	\$584.97	\$0.00
1029	NO PAY	691	000007T3EE 2018/09/13	1	\$218.55	\$0.00
1029	NO PAY	691	000007T3EC 2018/09/13	1	\$541.26	\$0.00
1029	NO PAY	691	000007T3G4 2018/09/13	1	\$541.26	\$0.00
1029	NO PAY	691	000007T46T 2018/09/14	1	\$157.17	\$0.00
1029	NO PAY	691	000007T46L 2018/09/14	1	\$370.14	\$0.00
1029	NO PAY	691	000007T46V 2018/09/14	1	\$167.39	\$0.00
1029	NO PAY	691	000007T46V 2018/09/14	1	\$129.27	\$0.00
1029	NO PAY	691	000007T5E1 2018/09/14	1	\$611.94	\$0.00
1029	NO PAY	691	000007T5YL 2018/09/14	1	\$79.04	\$0.00
1029	NO PAY	691	000007T6A4 2018/09/15	1	\$352.47	\$0.00
1029	NO PAY	691	000007T6QI 2018/09/16	1	\$157.17	\$0.00
1029	NO PAY	691	000007T6QI 2018/09/16	1	\$157.17	\$0.00
1029	NO PAY	691	000007T6Y4 2018/09/16	1	\$79.04	\$0.00
1029	NO PAY	691	000007T6ZF 2018/09/16	1	\$79.04	\$0.00
1029	NO PAY	691	000007T8FZ 2018/09/17	1	\$352.47	\$0.00
1029	NO PAY	691	000007T8G4 2018/09/17	1	\$371.07	\$0.00
1029	NO PAY	691	000007T8LL 2018/09/17	1	\$192.06	\$0.00
1029	NO PAY	691	000007T8Q4 2018/09/17	1	\$157.17	\$0.00
1029	NO PAY	691	000007T8QI 2018/09/17	1	\$148.80	\$0.00
1029	NO PAY	691	000007T8QI 2018/09/17	1	\$173.90	\$0.00
1029	NO PAY	691	000007TAC4 2018/09/17	1	\$227.85	\$0.00
1029	NO PAY	691	000007TAC4 2018/09/17	1	\$389.67	\$0.00
1029	NO PAY	691	000007TAC4 2018/09/17	1	\$541.26	\$0.00
1029	NO PAY	691	000007TAD4 2018/09/17	1	\$167.39	\$0.00
1029	NO PAY	691	000007TAD4 2018/09/17	1	\$139.50	\$0.00
1029	NO PAY	691	000007TAD4 2018/09/17	1	\$139.50	\$0.00
1029	NO PAY	691	000007TAD4 2018/09/17	1	\$55.78	\$0.00

1029	NO PAY	691	000007TAH. 2018/09/17	1	\$541.26	\$0.00
1029	NO PAY	691	000007TAHI 2018/09/17	1	\$167.39	\$0.00
1029	NO PAY	691	000007TAHI 2018/09/17	1	\$541.26	\$0.00
1029	NO PAY	691	000007TAHI 2018/09/17	1	\$613.80	\$0.00
1029	NO PAY	691	000007TB31 2018/09/17	1	\$834.21	\$0.00
1029	NO PAY	691	000007TB71 2018/09/17	1	\$370.14	\$0.00
1029	NO PAY	691	000007TBOI 2018/09/17	1	\$562.65	\$0.00
1029	NO PAY	691	000007TBOI 2018/09/17	1	\$541.26	\$0.00
1029	NO PAY	691	000007TDH: 2018/09/18	1	\$119.97	\$0.00
1029	NO PAY	691	000007TEGI 2018/09/18	1	\$167.39	\$0.00
1029	NO PAY	691	000007TEG: 2018/09/18	1	\$389.67	\$0.00
1029	NO PAY	691	000007TEGI 2018/09/18	1	\$1,740.96	\$0.00
1029	NO PAY	691	000007TEOI 2018/09/18	1	\$809.10	\$0.00
1029	NO PAY	691	000007TFB\ 2018/09/18	1	\$179.49	\$0.00
1029	NO PAY	691	000007TG0\ 2018/09/19	1	\$308.76	\$0.00
1029	NO PAY	691	000007TG0: 2018/09/19	1	\$147.87	\$0.00
1029	NO PAY	691	000007TG1C 2018/09/19	1	\$90.26	\$0.00
1029	NO PAY	691	000007TG8: 2018/09/19	1	\$119.97	\$0.00
1029	NO PAY	691	000007TG8: 2018/09/19	1	\$63.24	\$0.00
1029	NO PAY	691	000007TGXI 2018/09/19	1	\$79.04	\$0.00
1029	NO PAY	691	000007TGX: 2018/09/19	1	\$688.20	\$0.00
1029	NO PAY	691	000007TGX\ 2018/09/19	1	\$212.97	\$0.00
1029	NO PAY	691	000007TH2\ 2018/09/19	1	\$541.26	\$0.00
1029	NO PAY	691	000007TH2\ 2018/09/19	1	\$167.39	\$0.00
1029	NO PAY	691	000007TH2\ 2018/09/19	1	\$389.67	\$0.00
1029	NO PAY	691	000007TH2\ 2018/09/19	1	\$231.57	\$0.00
1029	NO PAY	691	000007TH2: 2018/09/19	1	\$167.39	\$0.00
1029	NO PAY	691	000007TH3C 2018/09/19	1	\$167.39	\$0.00
1029	NO PAY	691	000007TH31 2018/09/19	1	\$92.07	\$0.00
1029	NO PAY	691	000007THN: 2018/09/19	1	\$226.92	\$0.00
1029	NO PAY	691	000007THN: 2018/09/19	1	\$370.14	\$0.00
1029	NO PAY	691	000007TIYT 2018/09/20	1	\$1,041.60	\$0.00
1029	NO PAY	691	000007TIYU 2018/09/20	1	\$325.50	\$0.00
1029	NO PAY	691	000007TIYV 2018/09/20	1	\$489.18	\$0.00
1029	NO PAY	691	000007TIYV 2018/09/20	1	\$129.27	\$0.00
1029	NO PAY	691	000007TJ2F 2018/09/20	1	\$529.17	\$0.00
1029	NO PAY	691	000007TJ2C 2018/09/20	1	\$277.12	\$0.00
1029	NO PAY	691	000007TJ69 2018/09/20	1	\$541.26	\$0.00
1029	NO PAY	691	000007TJ6A 2018/09/20	1	\$389.67	\$0.00
1029	NO PAY	691	000007TJ6B 2018/09/20	1	\$109.74	\$0.00
1029	NO PAY	691	000007TJ6C 2018/09/20	1	\$370.14	\$0.00
1029	NO PAY	691	000007TJ6C 2018/09/20	1	\$172.05	\$0.00
1029	NO PAY	691	000007TJAL 2018/09/20	1	\$634.26	\$0.00
1029	NO PAY	691	000007TK9E 2018/09/20	1	\$541.26	\$0.00
1029	NO PAY	691	000007TK9F 2018/09/20	1	\$180.42	\$0.00

1029	NO PAY	691	000007TKC: 2018/09/20	1	\$138.57	\$0.00
1029	NO PAY	691	000007TL0C 2018/09/20	1	\$150.66	\$0.00
1029	NO PAY	691	000007TL2F 2018/09/20	1	\$706.80	\$0.00
1029	NO PAY	691	000007TL2C 2018/09/20	1	\$240.87	\$0.00
1029	NO PAY	691	000007TL2F 2018/09/20	1	\$84.39	\$0.00
1029	NO PAY	691	000007TL2S 2018/09/20	1	\$541.26	\$0.00
1029	NO PAY	691	000007TL2T 2018/09/20	1	\$222.27	\$0.00
1029	NO PAY	691	000007TLR: 2018/09/21	1	\$157.17	\$0.00
1029	NO PAY	691	000007TLYJ 2018/09/21	1	\$389.67	\$0.00
1029	NO PAY	691	000007TML\ 2018/09/21	1	\$147.87	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$541.26	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$541.26	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$371.07	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$130.14	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$1,283.40	\$0.00
1029	NO PAY	691	000007TMQ 2018/09/21	1	\$324.56	\$0.00
1029	NO PAY	691	000007TMX\ 2018/09/21	1	\$370.14	\$0.00
1029	NO PAY	691	000007TN0: 2018/09/21	1	\$246.45	\$0.00
1029	NO PAY	691	000007TNZ\ 2018/09/22	1	\$246.45	\$0.00
1029	NO PAY	691	000007TNZ: 2018/09/22	1	\$277.14	\$0.00
1029	NO PAY	691	000007TOM 2018/09/23	1	\$79.04	\$0.00
1029	NO PAY	691	000007TOM 2018/09/23	1	\$139.50	\$0.00
1029	NO PAY	691	000007TOM 2018/09/23	1	\$139.50	\$0.00
1029	NO PAY	691	000007TOW 2018/09/23	1	\$212.97	\$0.00
1029	NO PAY	691	000007TP5\ 2018/09/23	1	\$246.45	\$0.00
1029	NO PAY	691	000007TP5L 2018/09/23	1	\$351.54	\$0.00
1029	NO PAY	691	000007TP5M 2018/09/23	1	\$79.04	\$0.00
1029	NO PAY	691	000007TP6I 2018/09/23	1	\$541.26	\$0.00
1029	NO PAY	691	000007TPU: 2018/09/24	1	\$1,187.61	\$0.00
1029	NO PAY	691	000007TQ1f 2018/09/24	1	\$924.42	\$0.00
1029	NO PAY	691	000007TQ3: 2018/09/24	1	\$370.14	\$0.00
1029	NO PAY	691	000007TQ8\ 2018/09/24	1	\$541.26	\$0.00
1029	NO PAY	691	000007TQ8\ 2018/09/24	1	\$924.42	\$0.00
1029	NO PAY	691	000007TQ8\ 2018/09/24	1	\$541.26	\$0.00
1029	NO PAY	691	000007TQ8\ 2018/09/24	1	\$139.50	\$0.00
1029	NO PAY	691	000007TQJ: 2018/09/24	1	\$184.14	\$0.00
1029	NO PAY	691	000007TSH: 2018/09/24	1	\$79.04	\$0.00
1029	NO PAY	691	000007TSH\ 2018/09/24	1	\$79.04	\$0.00
1029	NO PAY	691	000007TSM\ 2018/09/24	1	\$360.84	\$0.00
1029	NO PAY	691	000007TSM: 2018/09/24	1	\$138.57	\$0.00
1029	NO PAY	691	000007TSRI 2018/09/24	1	\$541.26	\$0.00
1029	NO PAY	691	000007TSW 2018/09/24	1	\$352.47	\$0.00
1029	NO PAY	691	000007TV6F 2018/09/25	1	\$55.78	\$0.00
1029	NO PAY	691	000007TV6C 2018/09/25	1	\$169.26	\$0.00
1029	NO PAY	691	000007TVK: 2018/09/25	1	\$139.50	\$0.00

1029	NO PAY	691	000007TVK: 2018/09/25	1	\$167.39	\$0.00
1029	NO PAY	691	000007TVK: 2018/09/25	1	\$167.39	\$0.00
1029	NO PAY	691	000007TVK: 2018/09/25	1	\$167.39	\$0.00
1029	NO PAY	691	000007TVO: 2018/09/25	1	\$509.64	\$0.00
1029	NO PAY	691	000007TWS: 2018/09/25	1	\$1,320.60	\$0.00
1029	NO PAY	691	000007TWN 2018/09/25	1	\$79.04	\$0.00
1029	NO PAY	691	000007TWN 2018/09/25	1	\$240.87	\$0.00
1029	NO PAY	691	000007TWN 2018/09/25	1	\$147.87	\$0.00
1029	NO PAY	691	000007TWQ 2018/09/25	1	\$541.26	\$0.00
1029	NO PAY	691	000007TYHI 2018/09/26	1	\$125.55	\$0.00
1029	NO PAY	691	000007TYH: 2018/09/26	1	\$119.97	\$0.00
1029	NO PAY	691	000007TYHI 2018/09/26	1	\$92.07	\$0.00
1029	NO PAY	691	000007TYHI 2018/09/26	1	\$182.74	\$0.00
1029	NO PAY	691	000007TYH: 2018/09/26	1	\$79.04	\$0.00
1029	NO PAY	691	000007TYUI 2018/09/26	1	\$771.90	\$0.00
1029	NO PAY	691	000007TZD: 2018/09/26	1	\$743.07	\$0.00
1029	NO PAY	691	000007TZD: 2018/09/26	1	\$167.39	\$0.00
1029	NO PAY	691	000007TZD: 2018/09/26	1	\$240.87	\$0.00
1029	NO PAY	691	000007TZD: 2018/09/26	1	\$129.27	\$0.00
1029	NO PAY	691	000007TZV: 2018/09/26	1	\$541.26	\$0.00
1029	NO PAY	691	000007TZW 2018/09/26	1	\$541.26	\$0.00
1029	NO PAY	691	000007U0QI 2018/09/26	1	\$212.97	\$0.00
1029	NO PAY	691	000007U0Q: 2018/09/26	1	\$122.76	\$0.00
1029	NO PAY	691	000007U0QI 2018/09/26	1	\$212.97	\$0.00
1029	NO PAY	691	000007U25: 2018/09/27	1	\$500.34	\$0.00
1029	NO PAY	691	000007U35: 2018/09/27	1	\$347.82	\$0.00
1029	NO PAY	691	000007U35E 2018/09/27	1	\$138.57	\$0.00
1029	NO PAY	691	000007U3B: 2018/09/27	1	\$389.67	\$0.00
1029	NO PAY	691	000007U3CI 2018/09/27	1	\$389.67	\$0.00
1029	NO PAY	691	000007U3CI 2018/09/27	1	\$122.76	\$0.00
1029	NO PAY	691	000007U3C: 2018/09/27	1	\$274.35	\$0.00
1029	NO PAY	691	000007U4SI 2018/09/28	1	\$924.42	\$0.00
1029	NO PAY	691	000007U4S: 2018/09/28	1	\$55.78	\$0.00
1029	NO PAY	691	000007U4S: 2018/09/28	1	\$427.80	\$0.00
1029	NO PAY	691	000007U4S: 2018/09/28	1	\$541.26	\$0.00
1029	NO PAY	691	000007U4S: 2018/09/28	1	\$434.31	\$0.00
1029	NO PAY	691	000007U4S: 2018/09/28	1	\$139.50	\$0.00
1029	NO PAY	691	000007U5U: 2018/09/28	1	\$202.30	\$0.00
1029	NO PAY	691	000007U5Y: 2018/09/28	1	\$646.35	\$0.00
1029	NO PAY	691	000007U5Y: 2018/09/28	1	\$412.92	\$0.00
1029	NO PAY	691	000007U5Y: 2018/09/28	1	\$437.10	\$0.00
1029	NO PAY	691	000007U5Y: 2018/09/28	1	\$106.02	\$0.00
1029	NO PAY	691	000007U6F: 2018/09/29	1	\$541.26	\$0.00
1029	NO PAY	691	000007U6N: 2018/09/29	1	\$1,283.40	\$0.00
1029	NO PAY	691	000007U6N: 2018/09/29	1	\$835.14	\$0.00

1029	NO PAY	691	000007U6RI 2018/09/29	1	\$230.64	\$0.00
1029	NO PAY	691	000007U6RI 2018/09/29	1	\$212.97	\$0.00
1029	NO PAY	691	000007U71L 2018/09/30	1	\$389.67	\$0.00
1029	NO PAY	691	000007U7QI 2018/09/30	1	\$125.55	\$0.00
1029	NO PAY	691	000007U7QI 2018/09/30	1	\$2,046.00	\$0.00
1029	NO PAY	691	000007U8N1 2018/10/01	1	\$172.05	\$0.00
1029	NO PAY	691	000007U8N1 2018/10/01	1	\$119.97	\$0.00
1029	NO PAY	691	000007U8OI 2018/10/01	1	\$139.50	\$0.00
1029	NO PAY	691	000007U8O1 2018/10/01	1	\$239.94	\$0.00
1029	NO PAY	691	000007U8SI 2018/10/01	1	\$771.90	\$0.00
1029	NO PAY	691	000007U8SI 2018/10/01	1	\$632.40	\$0.00
1029	NO PAY	691	000007UC5I 2018/10/01	1	\$1,082.52	\$0.00
1029	NO PAY	691	000007UC5I 2018/10/01	1	\$541.26	\$0.00
1029	NO PAY	691	000007UC5I 2018/10/01	1	\$55.78	\$0.00
1029	NO PAY	691	000007UC5I 2018/10/01	1	\$491.97	\$0.00
1029	NO PAY	691	000007UC51 2018/10/01	1	\$212.97	\$0.00
1029	NO PAY	691	000007UC5I 2018/10/01	1	\$111.60	\$0.00
1029	NO PAY	691	000007UC51 2018/10/01	1	\$367.35	\$0.00
1029	NO PAY	691	000007UC51 2018/10/01	1	\$157.17	\$0.00
1029	NO PAY	691	000007UC51 2018/10/01	1	\$581.25	\$0.00
1029	NO PAY	691	000007UCA1 2018/10/01	1	\$370.14	\$0.00
1029	NO PAY	691	000007UCA1 2018/10/01	1	\$759.81	\$0.00
1029	NO PAY	691	000007UCA1 2018/10/01	1	\$180.42	\$0.00
1029	NO PAY	691	000007UCE1 2018/10/01	1	\$167.39	\$0.00
1029	NO PAY	691	000007UCE1 2018/10/01	1	\$113.46	\$0.00
1029	NO PAY	691	000007UCE1 2018/10/01	1	\$1,538.22	\$0.00
1029	NO PAY	691	000007UE71 2018/10/02	1	\$169.26	\$0.00
1029	NO PAY	691	000007UE71 2018/10/02	1	\$119.97	\$0.00
1029	NO PAY	691	000007UEA1 2018/10/02	1	\$167.39	\$0.00
1029	NO PAY	691	000007UEL1 2018/10/02	1	\$370.14	\$0.00
1029	NO PAY	691	000007UEL1 2018/10/02	1	\$138.57	\$0.00
1029	NO PAY	691	000007UFI9 2018/10/02	1	\$167.39	\$0.00
1029	NO PAY	691	000007UFIA 2018/10/02	1	\$1,138.32	\$0.00
1029	NO PAY	691	000007UFIB 2018/10/02	1	\$541.26	\$0.00
1029	NO PAY	691	000007UFIC 2018/10/02	1	\$541.26	\$0.00
1029	NO PAY	691	000007UFID 2018/10/02	1	\$222.27	\$0.00
1029	NO PAY	691	000007UG71 2018/10/03	1	\$389.67	\$0.00
1029	NO PAY	691	000007UG71 2018/10/03	1	\$541.26	\$0.00
1029	NO PAY	691	000007UIFC 2018/10/03	1	\$370.14	\$0.00
1029	NO PAY	691	000007UIFR 2018/10/03	1	\$212.97	\$0.00
1029	NO PAY	691	000007UIFS 2018/10/03	1	\$556.14	\$0.00
1029	NO PAY	691	000007UIH1 2018/10/03	1	\$541.26	\$0.00
1029	NO PAY	691	000007UJLC 2018/10/04	1	\$212.97	\$0.00
1029	NO PAY	691	000007UJN1 2018/10/04	1	\$301.32	\$0.00
1029	NO PAY	691	000007UJN1 2018/10/04	1	\$82.77	\$0.00

1029	NO PAY	691	000007UJN\ 2018/10/04	1	\$190.65	\$0.00
1029	NO PAY	691	000007UJN\ 2018/10/04	1	\$148.80	\$0.00
1029	NO PAY	691	000007UJN\ 2018/10/04	1	\$222.27	\$0.00
1029	NO PAY	691	000007UJN\ 2018/10/04	1	\$167.39	\$0.00
1029	NO PAY	691	000007UJN\ 2018/10/04	1	\$173.90	\$0.00
1029	NO PAY	691	000007UJR\ 2018/10/04	1	\$389.67	\$0.00
1029	NO PAY	691	000007UJR\ 2018/10/04	1	\$434.31	\$0.00
1029	NO PAY	691	000007UJR\ 2018/10/04	1	\$68.82	\$0.00
1029	NO PAY	691	000007UJR\ 2018/10/04	1	\$371.07	\$0.00
1029	NO PAY	691	000007UJY\ 2018/10/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007UJY\ 2018/10/04	1	\$593.34	\$0.00
1029	NO PAY	691	000007UJY\ 2018/10/04	1	\$389.67	\$0.00
1029	NO PAY	691	000007UKR\ 2018/10/04	1	\$416.64	\$0.00
1029	NO PAY	691	000007UL4\ 2018/10/04	1	\$541.26	\$0.00
1029	NO PAY	691	000007UMC 2018/10/05	1	\$129.27	\$0.00
1029	NO PAY	691	000007UNV\ 2018/10/05	1	\$541.26	\$0.00
1029	NO PAY	691	000007UNW\ 2018/10/05	1	\$202.30	\$0.00
1029	NO PAY	691	000007UNW\ 2018/10/05	1	\$541.26	\$0.00
1029	NO PAY	691	000007UNW\ 2018/10/05	1	\$125.55	\$0.00
1029	NO PAY	691	000007UNW\ 2018/10/05	1	\$81.84	\$0.00
1029	NO PAY	691	000007UNZI 2018/10/05	1	\$1,320.60	\$0.00
1029	NO PAY	691	000007UNZI 2018/10/05	1	\$167.39	\$0.00
1029	NO PAY	691	000007UOS 2018/10/06	1	\$230.64	\$0.00
1029	NO PAY	691	000007UOS 2018/10/06	1	\$125.55	\$0.00
1029	NO PAY	691	000007UOS 2018/10/06	1	\$541.26	\$0.00
1029	NO PAY	691	000007UOS 2018/10/06	1	\$541.26	\$0.00
1029	NO PAY	691	000007UP1\ 2018/10/06	1	\$369.21	\$0.00
1029	NO PAY	691	000007UP1\ 2018/10/06	1	\$321.78	\$0.00
1029	NO PAY	691	000007UPA\ 2018/10/07	1	\$157.17	\$0.00
1029	NO PAY	691	000007UQP 2018/10/08	1	\$120.90	\$0.00
1029	NO PAY	691	000007URC 2018/10/08	1	\$82.77	\$0.00
1029	NO PAY	691	000007URC 2018/10/08	1	\$167.39	\$0.00
1029	NO PAY	691	000007URC 2018/10/08	1	\$222.27	\$0.00
1029	NO PAY	691	000007URC 2018/10/08	1	\$389.67	\$0.00
1029	NO PAY	691	000007URJI 2018/10/08	1	\$541.26	\$0.00
1029	NO PAY	691	000007URJ\ 2018/10/08	1	\$167.39	\$0.00
1029	NO PAY	691	000007USV\ 2018/10/08	1	\$125.55	\$0.00
1029	NO PAY	691	000007USVI 2018/10/08	1	\$370.14	\$0.00
1029	NO PAY	691	000007USVI 2018/10/08	1	\$79.04	\$0.00
1029	NO PAY	691	000007USVI 2018/10/08	1	\$79.04	\$0.00
1029	NO PAY	691	000007UUV 2018/10/08	1	\$556.14	\$0.00
1029	NO PAY	691	000007UUV 2018/10/08	1	\$527.31	\$0.00
1029	NO PAY	691	000007UUV 2018/10/08	1	\$167.39	\$0.00
1029	NO PAY	691	000007UVR\ 2018/10/09	1	\$554.25	\$0.00
1029	NO PAY	691	000007UVR\ 2018/10/09	1	\$167.39	\$0.00

1029	NO PAY	691	000007UWY 2018/10/09	1	\$650.07	\$0.00
1029	NO PAY	691	000007UWY 2018/10/09	1	\$1,740.96	\$0.00
1029	NO PAY	691	000007UWY 2018/10/09	1	\$63.24	\$0.00
1029	NO PAY	691	000007UWY 2018/10/09	1	\$541.26	\$0.00
1029	NO PAY	691	000007UXJE 2018/10/09	1	\$541.26	\$0.00
1029	NO PAY	691	000007UXJE 2018/10/09	1	\$924.42	\$0.00
1029	NO PAY	691	000007UZZB 2018/10/10	1	\$556.14	\$0.00
1029	NO PAY	691	000007UZZC 2018/10/10	1	\$147.87	\$0.00
1029	NO PAY	691	000007UZZC 2018/10/10	1	\$469.65	\$0.00
1029	NO PAY	691	000007V0KE 2018/10/10	1	\$924.42	\$0.00
1029	NO PAY	691	0000103981 2018/09/27	2	\$460.08	\$0.00
1029	NO PAY	691	0000175993 2018/09/26	2	\$10.70	\$0.00
1029	NO PAY	691	0000607400 2018/09/08	4	\$-212.97	\$0.00
1029	NO PAY	691	0000607483 2018/09/08	4	\$-389.67	\$0.00
1029	NO PAY	691	0000607550 2018/09/09	4	\$-212.97	\$0.00
1029	NO PAY	691	0000607843 2018/09/10	4	\$-116.20	\$0.00
1029	NO PAY	691	0000608131 2018/09/11	4	\$-460.07	\$0.00
1029	NO PAY	691	0000608240 2018/09/11	4	\$-223.20	\$0.00
1029	NO PAY	691	0000608577 2018/09/12	4	\$-74.39	\$0.00
1029	NO PAY	691	0000608772 2018/09/13	4	\$-1,571.70	\$0.00
1029	NO PAY	691	0000609366 2018/09/14	4	\$-460.07	\$0.00
1029	NO PAY	691	0000609405 2018/09/14	4	\$-469.65	\$0.00
1029	NO PAY	691	0000610011 2018/09/17	4	\$-541.26	\$0.00
1029	NO PAY	691	0000610320 2018/09/18	4	\$-84.39	\$0.00
1029	NO PAY	691	0000610976 2018/09/20	4	\$-779.34	\$0.00
1029	NO PAY	691	0000611079 2018/09/20	4	\$-469.65	\$0.00
1029	NO PAY	691	0000611428 2018/09/21	4	\$-139.50	\$0.00
1029	NO PAY	691	0000611429 2018/09/21	4	\$-55.78	\$0.00
1029	NO PAY	691	0000611573 2018/09/22	4	\$-460.07	\$0.00
1029	NO PAY	691	0000611640 2018/09/23	4	\$-196.04	\$0.00
1029	NO PAY	691	0000611880 2018/09/24	4	\$-412.92	\$0.00
1029	NO PAY	691	0000611889 2018/09/24	4	\$-149.40	\$0.00
1029	NO PAY	691	0000612325 2018/09/25	4	\$-164.61	\$0.00
1029	NO PAY	691	0000612353 2018/09/25	4	\$-106.72	\$0.00
1029	NO PAY	691	0000612447 2018/09/26	4	\$-79.04	\$0.00
1029	NO PAY	691	0000612711 2018/09/26	4	\$-541.26	\$0.00
1029	NO PAY	691	0000613161 2018/09/27	4	\$-212.97	\$0.00
1029	NO PAY	691	0000613308 2018/09/28	4	\$-1,646.10	\$0.00
1029	NO PAY	691	0000613370 2018/09/28	4	\$-295.74	\$0.00
1029	NO PAY	691	0000613405 2018/09/28	4	\$-279.00	\$0.00
1029	NO PAY	691	0000613598 2018/09/29	4	\$-472.72	\$0.00
1029	NO PAY	691	0000613599 2018/09/29	4	\$-331.22	\$0.00
1029	NO PAY	691	0000614264 2018/10/02	4	\$-460.07	\$0.00
1029	NO PAY	691	0000614273 2018/10/02	4	\$-314.62	\$0.00
1029	NO PAY	691	0000614470 2018/10/03	4	\$-710.52	\$0.00

1029	NO PAY	691	0000615124 2018/10/04	4	\$-276.68	\$0.00
1029	NO PAY	691	0000615147 2018/10/04	4	\$-209.48	\$0.00
1029	NO PAY	691	0000616222 2018/10/09	4	\$-83.00	\$0.00
1029	NO PAY	691	0000616316 2018/10/09	4	\$-125.55	\$0.00
1029	NO PAY	691	0000616659 2018/10/10	4	\$-389.67	\$0.00
1029	NO PAY	691	0000616901 2018/10/10	4	\$-142.28	\$0.00
1029	NO PAY	691	0000617018 2018/10/10	4	\$-1,283.40	\$0.00
1029	NO PAY	691	0000980148 2018/09/25	2	\$-161.50	\$0.00
1029	NO PAY	691	0000981367 2018/04/10	2	\$-553.14	\$0.00
1029	RD ITEM	691	0000617185 2018/10/11	4	\$-604.50	\$0.00
1029	RD ITEM	691	0000617339 2018/10/11	4	\$-967.57	\$0.00
1029	RD ITEM	691	0000617786 2018/10/12	4	\$-47.41	\$0.00
1029	RD ITEM	691	0000618028 2018/10/14	4	\$-117.78	\$0.00
1029	RD ITEM	691	0000618362 2018/10/15	4	\$-314.62	\$0.00
1029	RD ITEM	691	0000618478 2018/10/16	4	\$-520.15	\$0.00
1029	RD ITEM	691	0000619328 2018/10/18	4	\$-504.34	\$0.00
1029	RD ITEM	691	0000620058 2018/10/20	4	\$-345.96	\$0.00
1029	RD ITEM	691	0000622451 2018/10/26	4	\$-69.56	\$0.00
1029	RD ITEM	691	0000622867 2018/10/29	4	\$-139.50	\$0.00
					\$147,619.89	

Ivc Tot Disc	Ivc Tot Net	Bat No	Bat Dt	Due Dt	Unit No	Recv No	Card Cd
\$0.00	\$-39.99	237	1003	2018/10/03	9767	9301	53
\$0.00	\$574.74	571	0905	2018/09/12	9767	9301	53
\$0.00	\$574.74	571	0905	2018/09/12	9767	9301	53
\$0.00	\$541.26	571	0905	2018/09/12	9767	9301	53
\$0.00	\$55.78	571	0905	2018/09/12	9767	9301	53
\$0.00	\$212.97	571	0905	2018/09/12	9767	9301	53
\$0.00	\$173.90	571	0905	2018/09/12	9767	9301	53
\$0.00	\$138.57	571	0905	2018/09/12	9767	9301	53
\$0.00	\$445.47	571	0905	2018/09/12	9767	7864	53
\$0.00	\$258.54	571	0905	2018/09/12	9767	9301	53
\$0.00	\$329.22	571	0905	2018/09/12	9767	9301	53
\$0.00	\$370.14	571	0905	2018/09/12	9767	9301	53
\$0.00	\$136.71	571	0905	2018/09/12	9767	9301	53
\$0.00	\$74.39	571	0905	2018/09/12	9767	9301	53
\$0.00	\$2,566.80	571	0905	2018/09/13	9767	9301	53
\$0.00	\$157.17	571	0905	2018/09/13	9767	9301	53
\$0.00	\$84.39	571	0905	2018/09/13	9767	9301	53
\$0.00	\$212.97	571	0905	2018/09/13	9767	9301	53
\$0.00	\$74.39	571	0905	2018/09/13	9767	9301	53
\$0.00	\$63.24	571	0905	2018/09/13	9767	9301	53
\$0.00	\$541.26	571	0905	2018/09/13	9767	9301	53
\$0.00	\$395.24	571	0905	2018/09/13	9767	9301	53
\$0.00	\$212.97	571	0905	2018/09/13	9767	9301	53
\$0.00	\$541.26	571	0905	2018/09/14	9767	9301	53
\$0.00	\$541.26	571	0905	2018/09/14	9767	9301	53
\$0.00	\$541.26	571	0905	2018/09/14	9767	9301	53
\$0.00	\$106.95	571	0905	2018/09/14	9767	7864	53
\$0.00	\$164.61	571	0905	2018/09/14	9767	9301	53
\$0.00	\$222.27	571	0905	2018/09/14	9767	9301	53
\$0.00	\$74.39	571	0905	2018/09/14	9767	9301	53
\$0.00	\$637.04	571	0905	2018/09/14	9767	9301	53
\$0.00	\$137.64	571	0905	2018/09/14	9767	9311	53
\$0.00	\$369.21	571	0906	2018/09/17	9767	9301	53
\$0.00	\$179.49	571	0906	2018/09/17	9767	9301	53
\$0.00	\$148.80	571	0906	2018/09/17	9767	9301	53
\$0.00	\$129.27	571	0906	2018/09/17	9767	9301	53
\$0.00	\$164.61	571	0906	2018/09/17	9767	9301	53
\$0.00	\$164.61	571	0906	2018/09/17	9767	9301	53
\$0.00	\$201.81	571	0906	2018/09/17	9767	9301	53
\$0.00	\$139.50	571	0906	2018/09/17	9767	9301	53
\$0.00	\$139.50	571	0906	2018/09/17	9767	9301	53
\$0.00	\$541.26	571	0906	2018/09/17	9767	9301	53
\$0.00	\$164.61	571	0906	2018/09/17	9767	9301	53
\$0.00	\$541.26	571	0906	2018/09/17	9767	9301	53

\$0.00	\$139.50 571	0906	2018/09/17	9767	9301	53
\$0.00	\$139.50 571	0906	2018/09/17	9767	9301	53
\$0.00	\$164.61 571	0906	2018/09/17	9767	9301	53
\$0.00	\$349.68 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$444.54 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$175.77 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$334.78 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$74.39 571	0907	2018/09/17	9767	9301	53
\$0.00	\$437.10 571	0907	2018/09/17	9767	9301	53
\$0.00	\$84.39 571	0907	2018/09/17	9767	9301	53
\$0.00	\$541.26 571	0907	2018/09/17	9767	9301	53
\$0.00	\$138.57 571	0907	2018/09/17	9767	9301	53
\$0.00	\$92.07 571	0907	2018/09/17	9767	9301	53
\$0.00	\$395.24 571	0907	2018/09/17	9767	9301	53
\$0.00	\$389.67 571	0907	2018/09/17	9767	9301	53
\$0.00	\$395.24 571	0907	2018/09/17	9767	9301	53
\$0.00	\$97.65 571	0907	2018/09/17	9767	9301	53
\$0.00	\$601.71 571	0907	2018/09/17	9767	9301	53
\$0.00	\$389.67 571	0907	2018/09/17	9767	9301	53
\$0.00	\$389.67 571	0907	2018/09/17	9767	9301	53
\$0.00	\$137.64 571	0907	2018/09/17	9767	9301	53
\$0.00	\$137.64 571	0907	2018/09/17	9767	9301	53
\$0.00	\$139.50 571	0907	2018/09/17	9767	9301	53
\$0.00	\$139.50 571	0907	2018/09/17	9767	9301	53
\$0.00	\$144.15 571	0907	2018/09/17	9767	9311	53
\$0.00	\$122.76 571	0907	2018/09/17	9767	7864	53
\$0.00	\$412.92 571	0907	2018/09/17	9767	9301	53
\$0.00	\$164.61 571	0907	2018/09/17	9767	9301	53
\$0.00	\$164.61 571	0907	2018/09/17	9767	9301	53
\$0.00	\$164.61 571	0907	2018/09/17	9767	9301	53
\$0.00	\$412.92 571	0907	2018/09/17	9767	9301	53
\$0.00	\$141.36 571	0907	2018/09/17	9767	9301	53
\$0.00	\$138.57 571	0907	2018/09/17	9767	9301	53
\$0.00	\$427.80 571	0907	2018/09/17	9767	9311	53
\$0.00	\$771.90 571	0907	2018/09/17	9767	9301	53
\$0.00	\$771.90 571	0907	2018/09/17	9767	9301	53
\$0.00	\$710.52 571	0910	2018/09/18	9767	9301	53

\$0.00	\$541.26 571	0910	2018/09/18	9767	9301	53
\$0.00	\$175.77 571	0910	2018/09/18	9767	9301	53
\$0.00	\$139.50 571	0910	2018/09/18	9767	9301	53
\$0.00	\$129.27 571	0910	2018/09/18	9767	9301	53
\$0.00	\$139.50 571	0910	2018/09/18	9767	9301	53
\$0.00	\$515.22 571	0910	2018/09/18	9767	9301	53
\$0.00	\$164.61 571	0910	2018/09/18	9767	9301	53
\$0.00	\$444.54 571	0910	2018/09/18	9767	9301	53
\$0.00	\$74.39 571	0910	2018/09/18	9767	9301	53
\$0.00	\$222.27 571	0911	2018/09/18	9767	9301	53
\$0.00	\$2,566.80 571	0911	2018/09/18	9767	9301	53
\$0.00	\$1,646.10 571	0911	2018/09/19	9767	9301	53
\$0.00	\$1,082.52 571	0911	2018/09/19	9767	9301	53
\$0.00	\$332.94 571	0911	2018/09/19	9767	9311	53
\$0.00	\$1,571.70 571	0911	2018/09/19	9767	9301	53
\$0.00	\$302.25 571	0911	2018/09/19	9767	9301	53
\$0.00	\$385.95 571	0911	2018/09/19	9767	9301	53
\$0.00	\$167.39 571	0911	2018/09/19	9767	9301	53
\$0.00	\$308.76 571	0911	2018/09/19	9767	9301	53
\$0.00	\$63.24 571	0911	2018/09/19	9767	9301	53
\$0.00	\$350.34 571	0911	2018/09/19	9767	9301	53
\$0.00	\$164.61 571	0911	2018/09/19	9767	9301	53
\$0.00	\$292.95 571	0911	2018/09/19	9767	9301	53
\$0.00	\$139.50 571	0911	2018/09/19	9767	9301	53
\$0.00	\$164.61 571	0911	2018/09/19	9767	9301	53
\$0.00	\$164.61 571	0911	2018/09/19	9767	9301	53
\$0.00	\$1,138.32 571	0911	2018/09/19	9767	9301	53
\$0.00	\$84.39 571	0911	2018/09/19	9767	9301	53
\$0.00	\$74.39 571	0911	2018/09/19	9767	9301	53
\$0.00	\$461.28 571	0911	2018/09/19	9767	9311	53
\$0.00	\$412.92 571	0911	2018/09/19	9767	9301	53
\$0.00	\$412.92 571	0911	2018/09/19	9767	9301	53
\$0.00	\$230.64 571	0911	2018/09/19	9767	9311	53
\$0.00	\$222.27 571	0911	2018/09/21	9767	9301	53
\$0.00	\$167.39 571	0911	2018/09/21	9767	9301	53
\$0.00	\$84.39 571	0911	2018/09/21	9767	9301	53
\$0.00	\$138.56 571	0911	2018/09/21	9767	9301	53
\$0.00	\$541.26 571	0911	2018/09/21	9767	9301	53
\$0.00	\$55.78 571	0911	2018/09/21	9767	9301	53
\$0.00	\$230.64 571	0912	2018/09/24	9767	9301	53
\$0.00	\$1,571.70 571	0912	2018/09/24	9767	9301	53
\$0.00	\$183.21 571	0912	2018/09/24	9767	9301	53
\$0.00	\$604.50 571	0913	2018/09/24	9767	9301	53
\$0.00	\$175.77 571	0913	2018/09/24	9767	9301	53
\$0.00	\$212.97 571	0913	2018/09/24	9767	9301	53

\$0.00	\$229.71 571	0913	2018/09/24	9767	9301	53
\$0.00	\$541.26 571	0913	2018/09/24	9767	9311	53
\$0.00	\$541.26 571	0913	2018/09/24	9767	9301	53
\$0.00	\$139.50 571	0913	2018/09/24	9767	9301	53
\$0.00	\$953.25 571	0913	2018/09/24	9767	9301	53
\$0.00	\$212.97 571	0913	2018/09/24	9767	9301	53
\$0.00	\$84.39 571	0913	2018/09/24	9767	9301	53
\$0.00	\$240.87 571	0913	2018/09/24	9767	9301	53
\$0.00	\$384.09 571	0913	2018/09/24	9767	9301	53
\$0.00	\$172.05 571	0913	2018/09/24	9767	9301	53
\$0.00	\$407.34 571	0913	2018/09/24	9767	7864	53
\$0.00	\$541.26 571	0913	2018/09/24	9767	9301	53
\$0.00	\$359.91 571	0913	2018/09/24	9767	9301	53
\$0.00	\$167.39 571	0913	2018/09/24	9767	9311	53
\$0.00	\$139.50 571	0913	2018/09/24	9767	9311	53
\$0.00	\$190.65 571	0914	2018/09/24	9767	9311	53
\$0.00	\$453.84 571	0914	2018/09/24	9767	9301	53
\$0.00	\$753.30 571	0914	2018/09/24	9767	9301	53
\$0.00	\$147.87 571	0914	2018/09/24	9767	9301	53
\$0.00	\$167.39 571	0914	2018/09/24	9767	9301	53
\$0.00	\$541.26 571	0914	2018/09/24	9767	9301	53
\$0.00	\$352.47 571	0914	2018/09/24	9767	9301	53
\$0.00	\$63.24 571	0914	2018/09/24	9767	9301	53
\$0.00	\$139.50 571	0914	2018/09/24	9767	9301	53
\$0.00	\$259.47 571	0914	2018/09/24	9767	9301	53
\$0.00	\$541.26 571	0914	2018/09/24	9767	9301	53
\$0.00	\$212.97 571	0914	2018/09/24	9767	9301	53
\$0.00	\$389.67 571	0914	2018/09/24	9767	9301	53
\$0.00	\$167.39 571	0914	2018/09/24	9767	9301	53
\$0.00	\$541.26 571	0914	2018/09/24	9767	9301	53
\$0.00	\$1,283.40 571	0914	2018/09/24	9767	9301	53
\$0.00	\$541.26 571	0917	2018/09/24	9767	9311	53
\$0.00	\$167.39 571	0917	2018/09/24	9767	9301	53
\$0.00	\$277.14 571	0917	2018/09/24	9767	9301	53
\$0.00	\$216.68 571	0917	2018/09/25	9767	9301	53
\$0.00	\$267.83 571	0917	2018/09/25	9767	7864	53
\$0.00	\$139.50 571	0917	2018/09/25	9767	9301	53
\$0.00	\$79.04 571	0917	2018/09/25	9767	9301	53
\$0.00	\$556.14 571	0917	2018/09/25	9767	9301	53
\$0.00	\$515.22 571	0917	2018/09/25	9767	9301	53
\$0.00	\$370.14 571	0917	2018/09/25	9767	9301	53
\$0.00	\$541.26 571	0917	2018/09/25	9767	9301	53
\$0.00	\$1,283.40 571	0917	2018/09/25	9767	9301	53
\$0.00	\$301.32 571	0917	2018/09/25	9767	9301	53
\$0.00	\$157.17 571	0917	2018/09/25	9767	9301	53

\$0.00	\$541.26	571	0917	2018/09/25	9767	9301	53
\$0.00	\$173.90	571	0917	2018/09/25	9767	9301	53
\$0.00	\$246.45	571	0917	2018/09/25	9767	9301	53
\$0.00	\$212.97	571	0918	2018/09/25	9767	9301	53
\$0.00	\$216.68	571	0918	2018/09/25	9767	9301	53
\$0.00	\$148.80	571	0918	2018/09/25	9767	9301	53
\$0.00	\$541.26	571	0918	2018/09/25	9767	9311	53
\$0.00	\$452.91	571	0918	2018/09/25	9767	9301	53
\$0.00	\$389.67	571	0918	2018/09/25	9767	9301	53
\$0.00	\$139.50	571	0918	2018/09/25	9767	9301	53
\$0.00	\$139.50	571	0918	2018/09/25	9767	9301	53
\$0.00	\$541.26	571	0918	2018/09/25	9767	9301	53
\$0.00	\$515.22	571	0918	2018/09/25	9767	9301	53
\$0.00	\$212.97	571	0918	2018/09/26	9767	9301	53
\$0.00	\$541.26	571	0918	2018/09/26	9767	9301	53
\$0.00	\$138.57	571	0918	2018/09/26	9767	9301	53
\$0.00	\$167.39	571	0918	2018/09/26	9767	9301	53
\$0.00	\$584.97	571	0918	2018/09/26	9767	9301	53
\$0.00	\$218.55	571	0918	2018/09/26	9767	9301	53
\$0.00	\$541.26	571	0918	2018/09/26	9767	9301	53
\$0.00	\$541.26	571	0918	2018/09/26	9767	9301	53
\$0.00	\$157.17	571	0918	2018/09/27	9767	9301	53
\$0.00	\$370.14	571	0918	2018/09/27	9767	9301	53
\$0.00	\$167.39	571	0918	2018/09/27	9767	9301	53
\$0.00	\$129.27	571	0918	2018/09/27	9767	9301	53
\$0.00	\$611.94	571	0918	2018/09/27	9767	9301	53
\$0.00	\$79.04	571	0918	2018/09/27	9767	9301	53
\$0.00	\$352.47	571	0918	2018/10/01	9767	9301	53
\$0.00	\$157.17	571	0919	2018/10/01	9767	9301	53
\$0.00	\$157.17	571	0919	2018/10/01	9767	9301	53
\$0.00	\$79.04	571	0920	2018/10/01	9767	9301	53
\$0.00	\$79.04	571	0920	2018/10/01	9767	9301	53
\$0.00	\$352.47	571	0920	2018/10/01	9767	9301	53
\$0.00	\$371.07	571	0920	2018/10/01	9767	9301	53
\$0.00	\$192.06	571	0920	2018/10/01	9767	9301	53
\$0.00	\$157.17	571	0920	2018/10/01	9767	9301	53
\$0.00	\$148.80	571	0920	2018/10/01	9767	9301	53
\$0.00	\$173.90	571	0920	2018/10/01	9767	9301	53
\$0.00	\$227.85	571	0920	2018/10/01	9767	9301	53
\$0.00	\$389.67	571	0920	2018/10/01	9767	9301	53
\$0.00	\$541.26	571	0920	2018/10/01	9767	9301	53
\$0.00	\$167.39	571	0920	2018/10/01	9767	9301	53
\$0.00	\$139.50	571	0920	2018/10/01	9767	9301	53
\$0.00	\$139.50	571	0920	2018/10/01	9767	9301	53
\$0.00	\$55.78	571	0920	2018/10/01	9767	9301	53

\$0.00	\$541.26	571	0920	2018/10/01	9767	9301	53
\$0.00	\$167.39	571	0920	2018/10/01	9767	9301	53
\$0.00	\$541.26	571	0920	2018/10/01	9767	9311	53
\$0.00	\$613.80	571	0920	2018/10/01	9767	9301	53
\$0.00	\$834.21	571	0920	2018/10/01	9767	9301	53
\$0.00	\$370.14	571	0920	2018/10/01	9767	9301	53
\$0.00	\$562.65	571	0920	2018/10/01	9767	9301	53
\$0.00	\$541.26	571	0920	2018/10/01	9767	9301	53
\$0.00	\$119.97	571	0921	2018/10/01	9767	9301	53
\$0.00	\$167.39	571	0921	2018/10/01	9767	9311	53
\$0.00	\$389.67	571	0921	2018/10/01	9767	9301	53
\$0.00	\$1,740.96	571	0921	2018/10/01	9767	9301	53
\$0.00	\$809.10	571	0921	2018/10/01	9767	9301	53
\$0.00	\$179.49	571	0924	2018/10/01	9767	9301	53
\$0.00	\$308.76	571	0924	2018/10/02	9767	9301	53
\$0.00	\$147.87	571	0924	2018/10/02	9767	9301	53
\$0.00	\$90.26	571	0924	2018/10/02	9767	7864	53
\$0.00	\$119.97	571	0924	2018/10/02	9767	9301	53
\$0.00	\$63.24	571	0924	2018/10/02	9767	9301	53
\$0.00	\$79.04	571	0924	2018/10/02	9767	9301	53
\$0.00	\$688.20	571	0924	2018/10/02	9767	9311	53
\$0.00	\$212.97	571	0924	2018/10/02	9767	9301	53
\$0.00	\$541.26	571	0924	2018/10/02	9767	9301	53
\$0.00	\$167.39	571	0924	2018/10/02	9767	9301	53
\$0.00	\$389.67	571	0924	2018/10/02	9767	9301	53
\$0.00	\$231.57	571	0924	2018/10/02	9767	7864	53
\$0.00	\$167.39	571	0924	2018/10/02	9767	9301	53
\$0.00	\$167.39	571	0924	2018/10/02	9767	9301	53
\$0.00	\$92.07	571	0924	2018/10/02	9767	9301	53
\$0.00	\$226.92	571	0924	2018/10/02	9767	9301	53
\$0.00	\$370.14	571	0924	2018/10/02	9767	9301	53
\$0.00	\$1,041.60	571	0925	2018/10/03	9767	9301	53
\$0.00	\$325.50	571	0925	2018/10/03	9767	9301	53
\$0.00	\$489.18	571	0925	2018/10/03	9767	9301	53
\$0.00	\$129.27	571	0925	2018/10/03	9767	9301	53
\$0.00	\$529.17	571	0925	2018/10/03	9767	9301	53
\$0.00	\$277.12	571	0925	2018/10/03	9767	9301	53
\$0.00	\$541.26	571	0925	2018/10/03	9767	9301	53
\$0.00	\$389.67	571	0925	2018/10/03	9767	9301	53
\$0.00	\$109.74	571	0925	2018/10/03	9767	7864	53
\$0.00	\$370.14	571	0925	2018/10/03	9767	9301	53
\$0.00	\$172.05	571	0925	2018/10/03	9767	9301	53
\$0.00	\$634.26	571	0925	2018/10/03	9767	9301	53
\$0.00	\$541.26	571	0925	2018/10/03	9767	9301	53
\$0.00	\$180.42	571	0925	2018/10/03	9767	9301	53

\$0.00	\$138.57	571	0925	2018/10/03	9767	9301	53
\$0.00	\$150.66	571	0925	2018/10/03	9767	7864	53
\$0.00	\$706.80	571	0925	2018/10/03	9767	9301	53
\$0.00	\$240.87	571	0925	2018/10/03	9767	9301	53
\$0.00	\$84.39	571	0925	2018/10/03	9767	7864	53
\$0.00	\$541.26	571	0925	2018/10/03	9767	9301	53
\$0.00	\$222.27	571	0925	2018/10/03	9767	9301	53
\$0.00	\$157.17	571	0925	2018/10/04	9767	9301	53
\$0.00	\$389.67	571	0925	2018/10/04	9767	9301	53
\$0.00	\$147.87	571	0925	2018/10/04	9767	9301	53
\$0.00	\$541.26	571	0925	2018/10/04	9767	9301	53
\$0.00	\$541.26	571	0925	2018/10/04	9767	9301	53
\$0.00	\$371.07	571	0925	2018/10/04	9767	9301	53
\$0.00	\$130.14	571	0925	2018/10/04	9767	9301	53
\$0.00	\$1,283.40	571	0925	2018/10/04	9767	9301	53
\$0.00	\$324.56	571	0925	2018/10/04	9767	9301	53
\$0.00	\$370.14	571	0925	2018/10/04	9767	9301	53
\$0.00	\$246.45	571	0925	2018/10/04	9767	9301	53
\$0.00	\$246.45	571	0925	2018/10/08	9767	9301	53
\$0.00	\$277.14	571	0925	2018/10/08	9767	9301	53
\$0.00	\$79.04	571	0926	2018/10/08	9767	9301	53
\$0.00	\$139.50	571	0926	2018/10/08	9767	9301	53
\$0.00	\$139.50	571	0926	2018/10/08	9767	9301	53
\$0.00	\$212.97	571	0927	2018/10/08	9767	9301	53
\$0.00	\$246.45	571	0927	2018/10/08	9767	9301	53
\$0.00	\$351.54	571	0927	2018/10/08	9767	7864	53
\$0.00	\$79.04	571	0927	2018/10/08	9767	9301	53
\$0.00	\$541.26	571	0927	2018/10/08	9767	9301	53
\$0.00	\$1,187.61	571	0927	2018/10/08	9767	9301	53
\$0.00	\$924.42	571	0927	2018/10/08	9767	9301	53
\$0.00	\$370.14	571	0927	2018/10/08	9767	9301	53
\$0.00	\$541.26	571	0927	2018/10/08	9767	9301	53
\$0.00	\$924.42	571	0927	2018/10/08	9767	9301	53
\$0.00	\$541.26	571	0927	2018/10/08	9767	9301	53
\$0.00	\$139.50	571	0927	2018/10/08	9767	9301	53
\$0.00	\$184.14	571	0927	2018/10/08	9767	7864	53
\$0.00	\$79.04	571	0927	2018/10/08	9767	9301	53
\$0.00	\$79.04	571	0927	2018/10/08	9767	9301	53
\$0.00	\$360.84	571	0927	2018/10/08	9767	9301	53
\$0.00	\$138.57	571	0927	2018/10/08	9767	9311	53
\$0.00	\$541.26	571	0927	2018/10/08	9767	9301	53
\$0.00	\$352.47	571	0927	2018/10/08	9767	9301	53
\$0.00	\$55.78	571	0928	2018/10/08	9767	9301	53
\$0.00	\$169.26	571	0928	2018/10/08	9767	9301	53
\$0.00	\$139.50	571	0928	2018/10/08	9767	9301	53

\$0.00	\$167.39	571	0928	2018/10/08	9767	9301	53
\$0.00	\$167.39	571	0928	2018/10/08	9767	9301	53
\$0.00	\$167.39	571	0928	2018/10/08	9767	9301	53
\$0.00	\$509.64	571	0928	2018/10/08	9767	7864	53
\$0.00	\$1,320.60	571	0928	2018/10/08	9767	9301	53
\$0.00	\$79.04	571	0928	2018/10/08	9767	9301	53
\$0.00	\$240.87	571	0928	2018/10/08	9767	9301	53
\$0.00	\$147.87	571	0928	2018/10/08	9767	9301	53
\$0.00	\$541.26	571	0928	2018/10/08	9767	9301	53
\$0.00	\$125.55	571	1001	2018/10/09	9767	9301	53
\$0.00	\$119.97	571	1001	2018/10/09	9767	9301	53
\$0.00	\$92.07	571	1001	2018/10/09	9767	9301	53
\$0.00	\$182.74	571	1001	2018/10/09	9767	9301	53
\$0.00	\$79.04	571	1001	2018/10/09	9767	9301	53
\$0.00	\$771.90	571	1001	2018/10/09	9767	9301	53
\$0.00	\$743.07	571	1001	2018/10/09	9767	9301	53
\$0.00	\$167.39	571	1001	2018/10/09	9767	9301	53
\$0.00	\$240.87	571	1001	2018/10/09	9767	9301	53
\$0.00	\$129.27	571	1001	2018/10/09	9767	9301	53
\$0.00	\$541.26	571	1001	2018/10/09	9767	9301	53
\$0.00	\$541.26	571	1001	2018/10/09	9767	9301	53
\$0.00	\$212.97	571	1002	2018/10/09	9767	9301	53
\$0.00	\$122.76	571	1002	2018/10/09	9767	7864	53
\$0.00	\$212.97	571	1002	2018/10/09	9767	9311	53
\$0.00	\$500.34	571	1002	2018/10/10	9767	9301	53
\$0.00	\$347.82	571	1002	2018/10/10	9767	9301	53
\$0.00	\$138.57	571	1002	2018/10/10	9767	9301	53
\$0.00	\$389.67	571	1002	2018/10/10	9767	9301	53
\$0.00	\$389.67	571	1002	2018/10/10	9767	9301	53
\$0.00	\$122.76	571	1002	2018/10/10	9767	7864	53
\$0.00	\$274.35	571	1002	2018/10/10	9767	9301	53
\$0.00	\$924.42	571	1002	2018/10/11	9767	9301	53
\$0.00	\$55.78	571	1002	2018/10/11	9767	9311	53
\$0.00	\$427.80	571	1002	2018/10/11	9767	9301	53
\$0.00	\$541.26	571	1002	2018/10/11	9767	9311	53
\$0.00	\$434.31	571	1002	2018/10/11	9767	9301	53
\$0.00	\$139.50	571	1002	2018/10/11	9767	9301	53
\$0.00	\$202.30	571	1002	2018/10/11	9767	9301	53
\$0.00	\$646.35	571	1002	2018/10/11	9767	9301	53
\$0.00	\$412.92	571	1002	2018/10/11	9767	9301	53
\$0.00	\$437.10	571	1002	2018/10/11	9767	9311	53
\$0.00	\$106.02	571	1002	2018/10/11	9767	9301	53
\$0.00	\$541.26	571	1002	2018/10/12	9767	9301	53
\$0.00	\$1,283.40	571	1002	2018/10/12	9767	7864	53
\$0.00	\$835.14	571	1002	2018/10/12	9767	9301	53

\$0.00	\$230.64	571	1003	2018/10/12	9767	9301	53
\$0.00	\$212.97	571	1003	2018/10/12	9767	9301	53
\$0.00	\$389.67	571	1003	2018/10/13	9767	9301	53
\$0.00	\$125.55	571	1004	2018/10/13	9767	9301	53
\$0.00	\$2,046.00	571	1004	2018/10/13	9767	9301	53
\$0.00	\$172.05	571	1004	2018/10/14	9767	9301	53
\$0.00	\$119.97	571	1004	2018/10/14	9767	9301	53
\$0.00	\$139.50	571	1004	2018/10/14	9767	9301	53
\$0.00	\$239.94	571	1004	2018/10/14	9767	9301	53
\$0.00	\$771.90	571	1004	2018/10/14	9767	9301	53
\$0.00	\$632.40	571	1004	2018/10/14	9767	9301	53
\$0.00	\$1,082.52	571	1005	2018/10/14	9767	9311	53
\$0.00	\$541.26	571	1005	2018/10/14	9767	9301	53
\$0.00	\$55.78	571	1005	2018/10/14	9767	7864	53
\$0.00	\$491.97	571	1005	2018/10/14	9767	9301	53
\$0.00	\$212.97	571	1005	2018/10/14	9767	9301	53
\$0.00	\$111.60	571	1005	2018/10/14	9767	9301	53
\$0.00	\$367.35	571	1005	2018/10/14	9767	9301	53
\$0.00	\$157.17	571	1005	2018/10/14	9767	9301	53
\$0.00	\$581.25	571	1005	2018/10/14	9767	9301	53
\$0.00	\$370.14	571	1005	2018/10/14	9767	9301	53
\$0.00	\$759.81	571	1005	2018/10/14	9767	9301	53
\$0.00	\$180.42	571	1005	2018/10/14	9767	9311	53
\$0.00	\$167.39	571	1005	2018/10/14	9767	9301	53
\$0.00	\$113.46	571	1005	2018/10/14	9767	9301	53
\$0.00	\$1,538.22	571	1005	2018/10/14	9767	9301	53
\$0.00	\$169.26	571	1005	2018/10/15	9767	9301	53
\$0.00	\$119.97	571	1005	2018/10/15	9767	9301	53
\$0.00	\$167.39	571	1005	2018/10/15	9767	9301	53
\$0.00	\$370.14	571	1005	2018/10/15	9767	9301	53
\$0.00	\$138.57	571	1005	2018/10/15	9767	9301	53
\$0.00	\$167.39	571	1008	2018/10/15	9767	9301	53
\$0.00	\$1,138.32	571	1008	2018/10/15	9767	9301	53
\$0.00	\$541.26	571	1008	2018/10/15	9767	9301	53
\$0.00	\$541.26	571	1008	2018/10/15	9767	9301	53
\$0.00	\$222.27	571	1008	2018/10/15	9767	9301	53
\$0.00	\$389.67	571	1008	2018/10/16	9767	9301	53
\$0.00	\$541.26	571	1008	2018/10/16	9767	9301	53
\$0.00	\$370.14	571	1009	2018/10/16	9767	9301	53
\$0.00	\$212.97	571	1009	2018/10/16	9767	9301	53
\$0.00	\$556.14	571	1009	2018/10/16	9767	9301	53
\$0.00	\$541.26	571	1009	2018/10/16	9767	9301	53
\$0.00	\$212.97	571	1009	2018/10/17	9767	9301	53
\$0.00	\$301.32	571	1009	2018/10/17	9767	9301	53
\$0.00	\$82.77	571	1009	2018/10/17	9767	9301	53

\$0.00	\$190.65 571	1009	2018/10/17	9767	9301	53
\$0.00	\$148.80 571	1009	2018/10/17	9767	9301	53
\$0.00	\$222.27 571	1009	2018/10/17	9767	9301	53
\$0.00	\$167.39 571	1009	2018/10/17	9767	9301	53
\$0.00	\$173.90 571	1009	2018/10/17	9767	9301	53
\$0.00	\$389.67 571	1009	2018/10/17	9767	7864	53
\$0.00	\$434.31 571	1009	2018/10/17	9767	9301	53
\$0.00	\$68.82 571	1009	2018/10/17	9767	9301	53
\$0.00	\$371.07 571	1009	2018/10/17	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/17	9767	9301	53
\$0.00	\$593.34 571	1009	2018/10/17	9767	9301	53
\$0.00	\$389.67 571	1009	2018/10/17	9767	9301	53
\$0.00	\$416.64 571	1009	2018/10/17	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/17	9767	9301	53
\$0.00	\$129.27 571	1009	2018/10/18	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/18	9767	9301	53
\$0.00	\$202.30 571	1009	2018/10/18	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/18	9767	9301	53
\$0.00	\$125.55 571	1009	2018/10/18	9767	9301	53
\$0.00	\$81.84 571	1009	2018/10/18	9767	9301	53
\$0.00	\$1,320.60 571	1009	2018/10/18	9767	9301	53
\$0.00	\$167.39 571	1009	2018/10/18	9767	9301	53
\$0.00	\$230.64 571	1009	2018/10/19	9767	9301	53
\$0.00	\$125.55 571	1009	2018/10/19	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/19	9767	9301	53
\$0.00	\$541.26 571	1009	2018/10/19	9767	9301	53
\$0.00	\$369.21 571	1010	2018/10/19	9767	9301	53
\$0.00	\$321.78 571	1010	2018/10/19	9767	9301	53
\$0.00	\$157.17 571	1010	2018/10/20	9767	9301	53
\$0.00	\$120.90 571	1011	2018/10/21	9767	9301	53
\$0.00	\$82.77 571	1011	2018/10/21	9767	9301	53
\$0.00	\$167.39 571	1011	2018/10/21	9767	7864	53
\$0.00	\$222.27 571	1011	2018/10/21	9767	9301	53
\$0.00	\$389.67 571	1011	2018/10/21	9767	9301	53
\$0.00	\$541.26 571	1011	2018/10/21	9767	9301	53
\$0.00	\$167.39 571	1011	2018/10/21	9767	9301	53
\$0.00	\$125.55 571	1011	2018/10/21	9767	9301	53
\$0.00	\$370.14 571	1011	2018/10/21	9767	9301	53
\$0.00	\$79.04 571	1011	2018/10/21	9767	9301	53
\$0.00	\$79.04 571	1011	2018/10/21	9767	9301	53
\$0.00	\$556.14 571	1012	2018/10/21	9767	9301	53
\$0.00	\$527.31 571	1012	2018/10/21	9767	9301	53
\$0.00	\$167.39 571	1012	2018/10/21	9767	9301	53
\$0.00	\$554.25 571	1012	2018/10/22	9767	9301	53
\$0.00	\$167.39 571	1012	2018/10/22	9767	9301	53

\$0.00	\$650.07	571	1012	2018/10/22	9767	9301	53
\$0.00	\$1,740.96	571	1012	2018/10/22	9767	9301	53
\$0.00	\$63.24	571	1012	2018/10/22	9767	9301	53
\$0.00	\$541.26	571	1012	2018/10/22	9767	9301	53
\$0.00	\$541.26	571	1012	2018/10/22	9767	9301	53
\$0.00	\$924.42	571	1012	2018/10/22	9767	9301	53
\$0.00	\$556.14	571	1015	2018/10/23	9767	9301	53
\$0.00	\$147.87	571	1015	2018/10/23	9767	9301	53
\$0.00	\$469.65	571	1015	2018/10/23	9767	9301	53
\$0.00	\$924.42	571	1015	2018/10/23	9767	9301	53
\$0.00	\$460.08	300	1002	2018/10/02	9767	9301	53
\$0.00	\$10.70	300	0928	2018/10/01	9767	9301	53
\$0.00	\$-212.97	1	0912	2018/09/12	9767	9301	53
\$0.00	\$-389.67	1	0912	2018/09/12	9767	9301	53
\$0.00	\$-212.97	1	0912	2018/09/12	9767	9301	53
\$0.00	\$-116.20	1	0914	2018/09/14	9767	9301	53
\$0.00	\$-460.07	1	0914	2018/09/14	9767	9301	53
\$0.00	\$-223.20	1	0914	2018/09/14	9767	9301	53
\$0.00	\$-74.39	1	0917	2018/09/17	9767	9301	53
\$0.00	\$-1,571.70	1	0918	2018/09/18	9767	9301	53
\$0.00	\$-460.07	1	0918	2018/09/18	9767	9301	53
\$0.00	\$-469.65	1	0918	2018/09/18	9767	9301	53
\$0.00	\$-541.26	1	0920	2018/09/21	9767	9301	53
\$0.00	\$-84.39	1	0921	2018/09/21	9767	9301	53
\$0.00	\$-779.34	1	0925	2018/09/25	9767	9301	53
\$0.00	\$-469.65	1	0925	2018/09/25	9767	9301	53
\$0.00	\$-139.50	1	0925	2018/09/25	9767	9301	53
\$0.00	\$-55.78	1	0925	2018/09/25	9767	9301	53
\$0.00	\$-460.07	1	0926	2018/09/26	9767	9301	53
\$0.00	\$-196.04	1	0926	2018/09/26	9767	9301	53
\$0.00	\$-412.92	1	0927	2018/09/27	9767	9301	53
\$0.00	\$-149.40	1	0927	2018/09/27	9767	9301	53
\$0.00	\$-164.61	1	0928	2018/10/01	9767	9301	53
\$0.00	\$-106.72	1	0928	2018/10/01	9767	9311	53
\$0.00	\$-79.04	1	1001	2018/10/01	9767	9301	53
\$0.00	\$-541.26	1	1001	2018/10/01	9767	9301	53
\$0.00	\$-212.97	1	1002	2018/10/02	9767	9301	53
\$0.00	\$-1,646.10	1	1002	2018/10/02	9767	9301	53
\$0.00	\$-295.74	1	1002	2018/10/02	9767	9301	53
\$0.00	\$-279.00	1	1002	2018/10/02	9767	9301	53
\$0.00	\$-472.72	1	1003	2018/10/03	9767	9301	53
\$0.00	\$-331.22	1	1003	2018/10/03	9767	9301	53
\$0.00	\$-460.07	1	1005	2018/10/08	9767	9301	53
\$0.00	\$-314.62	1	1005	2018/10/08	9767	9301	53
\$0.00	\$-710.52	1	1008	2018/10/08	9767	9301	53

\$0.00	\$-276.68 1	1009	2018/10/09	9767	9301	53
\$0.00	\$-209.48 1	1009	2018/10/09	9767	9301	53
\$0.00	\$-83.00 1	1012	2018/10/22	9767	9301	63
\$0.00	\$-125.55 1	1012	2018/10/22	9767	9301	63
\$0.00	\$-389.67 1	1015	2018/10/23	9767	9301	63
\$0.00	\$-142.28 1	1015	2018/10/23	9767	9301	63
\$0.00	\$-1,283.40 1	1015	2018/10/23	9767	7864	63
\$0.00	\$-161.50 225	0928	2018/10/01	9767	9301	53
\$0.00	\$-553.14 225	1009	2018/10/09	9767	9301	53
\$0.00	\$-604.50 1	1016	2018/10/14	9767	9301	63
\$0.00	\$-967.57 1	1016	2018/10/14	9767	9301	63
\$0.00	\$-47.41 1	1016	2018/10/14	9767	9301	63
\$0.00	\$-117.78 1	1017	2018/10/14	9767	9301	63
\$0.00	\$-314.62 1	1019	2018/10/14	9767	9301	63
\$0.00	\$-520.15 1	1019	2018/10/14	9767	9301	63
\$0.00	\$-504.34 1	1023	2018/10/14	9767	9301	63
\$0.00	\$-345.96 1	1024	2018/10/14	9767	9301	63
\$0.00	\$-69.56 1	1030	2018/10/14	9767	7864	63
\$0.00	\$-139.50 1	1101	2018/10/14	9767	9301	63

3-14-19

Dear Honorable Judge Drain,

This letter is to briefly describe our relationship with Sears and provide documentation to support our administrative priority claim. We have been sellers through Sears marketplace for over 7 years now. Leading up to the bankruptcy we shipped merchandise as we have for the previous seven years to customers on behalf of Sears. Sears collected payment for all of these orders directly from the customer, and then typically paid us 14 days after that. Leading up to the bankruptcy though payments were delayed for weeks before. We were told several half truths and given false information from Sears Accounts payable about the reasoning behind such delays, such as it was an issue with bank accounts, etc, versus the true nature of what was going on (Sears had stopped making payments). This led to us continuing to ship product for sears in good faith while they collected payments on the items we were shipping on their behalf.

As a small family owned business Sears mismanagement of funds has been catastrophic to our existence. We owe suppliers and credit card companies thousands which we cannot pay, because we have in turn not been paid.

I have provided proof of claim for the deposits we have not received payments that fall within the administrative priority claim dating, as well as outstanding orders (with purchase order number attached) that are not showing on remittance reports. These are all valid debts against Sears that should qualify as administrative priority status because the goods were received within the time frame allowed for admin priority cases.

Please do not hesitate to contact me if more information is needed regarding the claim amounts. I am hoping this further documentation provided here shows what Sears owes our company and how it should qualify for admin priority status in regards to reimbursement. Please note that this claim amends and further clarifies the claims previously filed

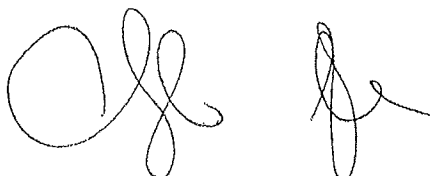
Claim 4280, filed 11/5/18
Claim 1389 filed 10.23/18

I am also including documentation showing the amounts that Sears sent me personally that they have on record as having not paid us for.

I can be reached at 256-665-1170, email: Christina.stolaas@gmail.com

Or physical address

Leaf in Creek C/O Christina Stolaas, 6105 N Wickham Rd. #410460, Melbourne, FL 32940

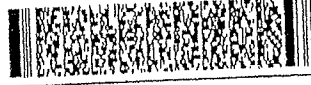



RECEIVED

MAR 26 2019

PRIME CLERK LLC

about:blank

F	US POSTAGE & FEES PAID 7 OZ FIRST-CLASS PKG RATE ZONE 5 NO SURCHARGE ComBasPrice	082S0007989237 FROM 35759
	 stamps and/or 03/14/2019	
USPS FIRST CLASS MAIL®		
TicTokWate and Cellular 172 Wes Ashley Drive Meridianville AL 35759		
		B096
SHIP TO: Sears Holdings Corp Claims Processing Center C/O Prime Clerk LLC PO Box 4708 New York NY 10163-4708		
USPS TRACKING #		
		
9400 1118 9956 0696 0412 16		

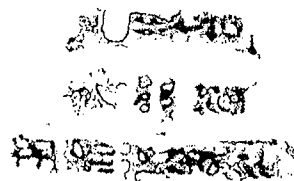


EXHIBIT - B

WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:
	:
	:
Debtors. ¹	:
-----X	

Chapter 11
Case No. 18-_____ (RDD)
(Joint Administration Requested)

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**MOTION OF DEBTORS FOR INTERIM
AND FINAL AUTHORITY TO (I) PAY PREPETITION
CLAIMS OF (A) SHIPPERS, WAREHOUSEMEN, AND OTHER NON-
MERCHANDISE LIEN CLAIMANTS AND (B) HOLDERS OF PACA/PASA CLAIMS,
AND (II) CONFIRM ADMINISTRATIVE EXPENSE PRIORITY FOR
PREPETITION ORDERS DELIVERED TO THE DEBTORS POSTPETITION,
AND SATISFY SUCH OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS**

TO THE HONORABLE ROBERT D. DRAIN,
UNITED STATES BANKRUPTCY JUDGE:

Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**” and, together with their non-debtor affiliates, the “**Company**”), respectfully represent in support of this motion (the “**Motion**”):

Background

1. On the date hereof (the “**Commencement Date**”), each of the Debtors commenced with this Court a voluntary case under chapter 11 of title 11 of the United States Code (the “**Bankruptcy Code**”). The Debtors are authorized to continue to operate their business and manage their properties as debtors in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code. No trustee, examiner, or statutory committee of creditors has been appointed in these chapter 11 cases.

2. Contemporaneously herewith, the Debtors have filed a motion requesting joint administration of the chapter 11 cases pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure (the “**Bankruptcy Rules**”).

3. Additional information regarding the Debtors’ business, capital structure, and the circumstances leading to the commencement of these chapter 11 cases is set forth in the *Declaration of Robert A. Riecker Pursuant to Rule 1007-2 of Local Bankruptcy Rules for*

Southern District of New York, sworn to on the date hereof (the “**Riecker Declaration**”),² which has been filed with the Court contemporaneously herewith and is incorporated herein by reference.

Jurisdiction

4. The Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334, and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.). This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409.

Relief Requested

5. By this Motion, the Debtors request, pursuant to sections 105(a), 363, and 503 of the Bankruptcy Code and Bankruptcy Rules 6003 and 6004, approval of interim and final orders (i) authorizing, but not directing them, to pay (a) Shipping and Warehousing Charges, (b) Non-Merchandise Lien Claims, and (c) PACA/PASA Claims (each as defined herein), and (ii) granting administrative priority status to all undisputed obligations of the Debtors owing to third party vendors and suppliers arising from the postpetition delivery of goods ordered prior to the Commencement Date and authorizing the Debtors to pay such obligations in the ordinary course of business.

6. A proposed form of order granting the relief requested in the Motion on an interim basis is annexed hereto as **Exhibit A** (the “**Proposed Interim Order**”).

The Debtors’ Supply Chain and the Shippers

7. The Debtors operate a national network of stores under the “Sears” and “Kmart” banners, which consists of approximately 687 full-line and specialty retail stores

² Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Riecker Declaration.

located throughout the United States (the “**Stores**”). In addition, the Debtors operate a number of websites under the “sears.com” and “kmart.com” banners, which offer millions of products to be purchased by customers through cross-channel transactions. It is essential that the Debtors ensure their Stores are continuously replenished with a supply of goods and merchandise that have been advertised for sale and that their customers expect for purchase, including, but not limited to, consumer electronics, seasonal merchandise, outdoor living, toys, lawn and garden equipment, food and consumables, apparel, major appliances, tools, automotive products, fashion, footwear, jewelry, and various other products (the “**Merchandise**”). Without this core Merchandise, the Debtors’ business would suffer greatly.

A. Shippers and Warehousemen

8. The Debtors rely on various third-party services to transport and store Merchandise (collectively, the “**Shippers and Warehousemen**”) to and from the Debtors’ Stores and their various warehouses, distribution centers, and other storage locations (collectively, the “**Warehouses**”). The Debtors maintain the flow of Merchandise in several ways:

- *Delivery Carriers.* The Debtors rely on a myriad of heavy load delivery carriers to pick up Merchandise from the Debtors’ various Warehouses and Stores and deliver these goods and products directly to their customers. These carriers are critical for the Debtors to fulfill their commitments to, and retain the goodwill of, their customers.
- *Domestic Truckload Carriers.* Domestic truckload carriers (sometimes referred to as OTRs) pick up and deliver Merchandise from vendors to the Warehouses and other distribution centers and/or from the Warehouses and distribution centers to their Stores. As these carriers are directly responsible for delivery of product and Merchandise they are critically necessary for the Debtors to generate sales.
- *Domestic Intermodals.* The Debtors rely on railroads and other intermodal freight transportation providers to transport Merchandise from vendors or port locations to the Debtors’ Merchandise Warehouses.

- *Ocean Shippers.* The Debtors rely on various ocean shippers to carry Merchandise from overseas vendors and suppliers to various port locations where they are then transported by other means of shipment on to Stores and Warehouses.

9. In the event that the Debtors fail to reimburse the Shippers and Warehousemen for charges incurred in connection with the transport and storage of the Merchandise, various state laws may permit the Shippers and Warehousemen to assert statutory liens against Merchandise in their possession that is the subject of any delinquent charges, securing such charges and potentially blocking the Debtors' access to the transported Merchandise.³ To date, shipments have been halted for over 200 vendors, which has had an estimated \$100 million impact on the Debtors' available liquidity. In addition, the Debtors have received multiple termination letters from carrier and demands for payments with threats to discontinue services if payment is not made. Certain vendors have attempted to retrieve merchandise already delivered to the Warehouses, while other vendors have ceased performing services completely.

10. Thus, to maintain access to Merchandise that is essential to the continued viability of the Debtors' retail operations and preserve the value of the Merchandise, the Debtors seek authority to honor outstanding invoices related to shipping services provided by the Shippers and Warehousemen to the Debtors prior to the Commencement Date (collectively, the **"Shipping and Warehousing Charges"**). The Debtors estimate that, as of the Commencement Date, there are approximately \$16.7 million of Shipping and Warehousing Charges outstanding,

³ For example, Michigan's Uniform Commercial Code provides, in pertinent part, that a "carrier has a lien on the goods covered by a bill of lading for charges or subsequent to the date of its receipt of the goods for storage or transportation (including demurrage and terminal charges) and for expenses necessary for preservation of the goods incident to their transportation or reasonably incurred in their sale pursuant to law." Mich. Comp. Laws § 440.7307.

approximately \$15.8 million of which will come due and owing within the first thirty (30) days of the chapter 11 cases.

Non-Merchandise Lien Claimants

11. The Debtors regularly make improvements and repairs to their property (including their Stores and Warehouses) and the equipment that the Debtors use in the operation of their business, including electrical systems, plumbing, elevator and escalator systems, Merchandise sorting machines, computer equipment, refrigeration equipment, and various other types of equipment. To do so, the Debtors contract with a number of third party service providers (collectively, the “**Non-Merchandise Lien Claimants**” and, together with the Shippers and Warehousemen, the “**Lien Claimants**” or “**Contractors**”).

12. Absent payment of their prepetition claims, the Non-Merchandise Lien Claimants could potentially assert liens under applicable state law, including mechanic’s liens, artisan’s liens, and materialman’s liens against the Debtors’ property for amounts the Debtors owe to these third parties (collectively, the “**Non-Merchandise Lien Claims**” and, together with the Shipping and Warehousing Charges, the “**Lien Claims**”).⁴ If the Debtors are unable to pay the Non-Merchandise Lien Claims, the Debtors risk losing access to equipment and other property that is critical to the continued operation of their business. For example, the Debtors spend an average of approximately \$271,000 per month on costs relating to forklift repairs and rentals, all of which is subject to mechanics liens in the event of non-payment by the Debtors. In total, the Debtors pay approximately \$2.3 million in Non-Merchandise Lien Claims per month. Pursuant to section 362(b)(3) of the Bankruptcy Code, the act of perfecting such a lien, to the

⁴ For example, Illinois’ Uniform Commercial Code provides, in pertinent part, for a possessory lien “(1) which secures payment or performance of an obligation for services or materials furnished with respect to goods by a person in the ordinary course of the person’s business; (2) which is created by statute or rule of law in favor of the person; and (3) whose effectiveness depends on the person’s possession of the goods.” Ill. Comm. Code 5/9-333.

extent consistent with section 546(b) of the Bankruptcy Code, is expressly excluded from the automatic stay.⁵

13. Accordingly, the Debtors seek authority to pay and discharge, on a case-by-case basis, Non-Merchandise Lien Claims that the Debtors believe have created, or could give rise to, a lien against the Debtors' property or equipment, regardless of whether such Non-Merchandise Lien Claimants have already perfected their interests. The relief request herein includes authority to remit such payments to the Contractors for their services as well as to Contractors on behalf of any of their subcontractors' work, and to pay the Contractor's administrative fees, if applicable. The Debtors will include a summary of any Non-Merchandise Lien Claims paid pursuant to the relief requested herein in the Critical Vendor Matrix (as defined in the Critical Vendors Motion).

14. The Debtors request authorization to pay any Non-Merchandise Lien Claims that come due and payable within thirty (30) days after the Commencement Date and throughout these chapter 11 cases in the ordinary course of business.

PACA/PASA Claims

15. Many of the Kmart Stores carry groceries. To maintain the goodwill of the Debtors' customer base, which benefits from access to fresh fruits, produce, meats, and poultry in such Stores, it is critical that the Debtors preserve the ability to source such Merchandise.

16. The Debtors believe that a certain portion of the Merchandise sold in the Stores may qualify as "perishable agricultural commodit[ies]" under the Perishable Agricultural Commodities Act of 1930, as amended, 7 U.S.C. §§ 499a *et seq.* ("PACA"). PACA's definition of "perishable agricultural commodity" generally includes "fresh fruits and fresh vegetables of

⁵ Under section 546(b), a debtor's lien avoidance powers "are subject to any generally applicable law that . . . permits perfection of an interest in property to be effective against an entity that acquires rights in such property before the date of perfection" 11 U.S.C. § 546(b)(1)(A).

every kind and character [whether or not frozen or packed in ice].” 7 U.S.C § 499a(b)(4). Under PACA, eligible produce suppliers and their agents (the “**PACA Claimants**”) are the beneficiaries of a statutory trust (the “**PACA Trust**”) in all of the buyer’s perishable agricultural commodity inventory or other derivatives of perishable agricultural commodities, the products derived therefrom, and the proceeds related to any sale of the commodities or products (collectively, the “**PACA Trust Assets**”). See 7 U.S.C. § 499e(c)(2). PACA Trust Assets are preserved as a non-segregated floating trust and may be commingled with non-trust assets. PACA Trust Assets are not property of a debtor’s estate. *In re Kornblum & Co.*, 81 F.3d 280, 284 (2d Cir. 1995).

17. Similarly, certain of the Debtors’ suppliers (the “**PASA Claimants**” and, together with the PACA Claimants, the “**PACA/PASA Claimants**”) may be eligible to assert claims under the Packers and Stockyards Act of 1921 as amended, 7 U.S.C. § 181 *et seq.* (“**PASA**”), which prescribes the conditions of operations for businesses dealing in livestock and poultry. PASA creates a statutory trust (the “**PASA Trust**” and, together with the PACA Trust, the “**Statutory Trusts**”) scheme which is virtually identical to PACA in respect of delivery of livestock, meat products and related products, products derived therefrom, and the proceeds related to the sale of such commodities or products (collectively, the “**PASA Trust Assets**” and, together with the PACA Trust Assets, the “**Trust Assets**”). See *In re W.L. Bradley Co.*, 75 B.R. 505, 509 (Bankr. E.D. Pa. 1987) (“The Legislative history expressly notes that the [PACA Trust] was modeled on the trust amendment to the Packers and Stockyards Act.”).

18. The PACA/PASA Claimants may be eligible to assert potential claims under the respective statutes for outstanding payments owed on account of applicable Merchandise (collectively, the “**PACA/PASA Claims**”). The Debtors estimate that

PACA/PASA Claimants hold approximately \$1 million in unpaid claims as of the Commencement Date.⁶ Because the PACA/PASA Claimants may impose a Statutory Trust on certain of the Merchandise and thereby obtain priority ahead of all other secured and unsecured creditors of the Debtors' estates, payment of valid PACA/PASA Claims will not prejudice or affect the amount available for distributions to the Debtors' other creditors. Accordingly, the Debtors seek authority to pay PACA/PASA Claims in the ordinary course of business, pursuant to the terms of any contracts under which such claims arose. The Debtors will include a summary of any PACA/PASA Claims paid pursuant to the relief requested herein in the Critical Vendor Matrix (as defined in the Critical Vendors Motion).

Prepetition Orders

19. Prior to the Commencement Date, and in the ordinary course of business, the Debtors ordered approximately \$162 million in Merchandise from suppliers and vendors that will not be delivered until on or after the Commencement Date (the "**Prepetition Orders**"). These suppliers and vendors may be concerned that, because the Debtors' obligations under the Prepetition Orders arose prior to the Commencement Date, such obligations will be treated as general unsecured claims in these Chapter 11 Cases. Accordingly, certain vendors may refuse to provide goods to the Debtors (or may recall shipments thereof) purchased pursuant to the Prepetition Orders unless the Debtors issue substitute purchase orders postpetition or obtain an order of the Court providing that all undisputed obligations of the Debtors arising from the postpetition delivery of goods subject to Prepetition Orders are afforded administrative expense priority status under section 503(b) of the Bankruptcy Code.

⁶ Nothing contained herein is intended or shall be construed as: (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' rights to dispute any claim on any grounds; (iii) a promise to pay any claim; (iv) an implication or admission that any particular claim against the Debtors is a PACA/PASA Claim; or (v) the assumption of any contract.

20. To prevent any disruption to the Debtors' retail operations, and given that Merchandise delivered on, within 20 days prior to, and after the Commencement Date is afforded administrative expense priority under section 503(b) of the Bankruptcy Code, the Debtors seek an order confirming administrative expense priority under section 503(b) of the Bankruptcy Code to all undisputed Prepetition Orders and authorizing the Debtors to satisfy such obligations in the ordinary course of business.

The Relief Requested Should Be Granted

A. Payment of Prepetition Lien Claims Is in the Best Interest of the Debtors' Estates and Warranted Under the Doctrine of Necessity

21. The Court may grant the relief requested herein pursuant to section 363 of the Bankruptcy Code. Section 363(b) of the Bankruptcy Code provides, in relevant part, that "[t]he [debtor], after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under section 363 of the Bankruptcy Code, a court may authorize a debtor to pay certain prepetition claims where a sound business purpose exists for doing so. *See In re Ionosphere Clubs, Inc.*, 98 B.R. 174 (Bankr. S.D.N.Y. 1989) (finding that there must be a sound business justification to justify payment of prepetition wages); *Armstrong World Indus., Inc. v. James A. Phillips, Inc. (In re James A. Phillips, Inc.)*, 29 B.R. 391, 397 (S.D.N.Y. 1983) (relying on section 363 of the Bankruptcy Code to allow contractor to pay prepetition claims of suppliers).

22. In addition, the Court has the authority, pursuant to its equitable powers under section 105(a) of the Bankruptcy Code, to authorize the relief requested herein, because such relief is necessary for the Debtors to carry out their fiduciary duties under section 1107(a) of the Bankruptcy Code. Section 1107(a) of the Bankruptcy Code "contains an implied duty of the debtor-in-possession" to act as a fiduciary to "protect and preserve the estate, including an

operating business' going-concern value," on behalf of the debtor's creditors and other parties in interest. *In re CEI Roofing, Inc.*, 315 B.R. 50, 59 (Bankr. N.D. Tex. 2004) (quoting *In re CoServ, L.L.C.*, 273 B.R. 487, 497 (Bankr. N.D. Tex. 2002)); see also *Unofficial Comm. of Equity Holders v. McManigle (In re Penick Pharm., Inc.)*, 227 B.R. 229, 232-33 (Bankr. S.D.N.Y. 1998) ("[U]pon filing its petition, the Debtor became debtor in possession and, through its management . . . was burdened with the duties and responsibilities of a bankruptcy trustee."). Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of" the Bankruptcy Code. 11 U.S.C. § 105(a); see *Ionosphere Clubs*, 98 B.R. at 175 (applying section 105(a) to justify an order authorizing the payment of certain prepetition wages, salaries, medical benefits, and business expense claims to debtor's employees); *In re Just for Feet, Inc.*, 242 B.R. 821, 824-25 (D. Del. 1999) (holding that section 105(a) of the Bankruptcy Code provides a statutory basis for the payment of prepetition claims).

23. In a long line of well-established cases, courts consistently have permitted payment of prepetition obligations where necessary to preserve or enhance the value of a debtor's estate for the benefit of all creditors. See, e.g., *Miltenberger v. Logansport, C&S W.R. Co.*, 106 U.S. 286, 312 (1882) (payment of pre-receivership claim prior to reorganization permitted to prevent "stoppage of the continuance of [crucial] business relations"); *Dudley v. Mealey*, 147 F.2d 268, 271 (2d Cir. 1945) (extending doctrine for payment of prepetition claims beyond railroad reorganization cases), *cert. denied* 325 U.S. 873 (1945); *Mich. Bureau of Workers' Disability Comp. v. Chateaugay Corp. (In re Chateaugay Corp.)*, 80 B.R. 279, 285-86 (S.D.N.Y. 1987) (approving lower court order authorizing payment of prepetition wages, salaries, expenses, and benefits).

24. This “doctrine of necessity” functions in a chapter 11 reorganization as a mechanism by which the Court can exercise its equitable power to allow payment of critical prepetition claims not explicitly authorized by the Bankruptcy Code. *See In re Boston & Me. Corp.*, 634 F.2d 1359, 1382 (1st Cir. 1980) (recognizing “existence of a judicial power to authorize trustees . . . to pay claims . . . [for] goods or services indispensably necessary” to debtors’ continued operation); *In re Structurlite Plastics Corp.*, 86 B.R. 922, 932 (Bankr. S.D. Ohio 1988) (“[A] *per se* rule proscribing the payment of pre-petition indebtedness may well be too inflexible to permit the effectuation of the rehabilitative purposes of the Code.”). The rationale for the doctrine of necessity is consistent with the paramount goal of chapter 11 — “facilitating the continued operation and rehabilitation of the debtor.” *Ionosphere Clubs*, 98 B.R. at 176.

25. This flexible approach is particularly critical where prepetition creditors—here, the Shippers, Warehousemen, and Non-Merchandise Lien Claimants—provide vital services to a debtor that would be unavailable if the debtor did not satisfy its prepetition obligations. Paying the Lien Claimants will benefit the Debtors’ estates and their creditors by allowing the Debtors’ business operations to continue without interruption. The Lien Claimants may be unwilling to release the Merchandise or other property in their possession, because releasing possession of those items may convert their claims against the Debtors from secured to unsecured. As set forth above, in the two weeks leading up to the Commencement Date, more than 200 vendors refused to ship Merchandise to the Debtors, which had a negative impact on the Debtors’ liquidity of approximately \$100 million. Therefore, unless the Court authorizes the Debtors to pay the Lien Claimants, it is unlikely the Debtors will continue to have access to the Merchandise in the possession of the Lien Claimants. If the Lien Claimants possess lien rights

or have the ability to exercise “self-help” remedies to secure payment of their claims, failure to satisfy the Lien Claimants’ claims could have a material adverse effect on the Debtors’ retail business operations to the detriment of the Debtors’ creditors.

26. Further, the Debtors propose to take steps to ensure that (i) any payments to Lien Claimants under the authority requested herein actually result in continued supply of vital Merchandise and result in the Debtors’ continued use and possession of critical property and equipment, and that (ii) any such payments are minimized. The Debtors propose, in their sole discretion, to negotiate new credit terms with any Lien Claimant as a condition to payment of any such claim. Likewise, the Debtors, in their sole discretion, propose to condition payment of Lien Claims on the agreement of such Lien Claimants to continue supplying goods and services to the Debtors on the same credit terms given to them prior to the Commencement Date or upon new credit terms (to the extent agreed to by the Debtors and the applicable Lien Claimant, the “**Agreed Terms**”). Further, the Debtors propose to undertake appropriate efforts to cause the Lien Claimants to acknowledge in writing that payment of their respective claims is so conditioned.

27. To the extent a Lien Claimant fails to comply with the Agreed Terms, the Debtors propose, in their sole discretion, to (i) cause any payment made to such Lien Claimant on account of its asserted lien claim to be deemed to have been in payment of then outstanding postpetition obligations owed to the Lien Claimant, and to (ii) require the Lien Claimant to immediately repay to the Debtors any payment made to it on account of its asserted lien claim to the extent the aggregate amount of such payment exceeds the postpetition obligations then outstanding, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

28. Accordingly, the Debtors submit that the proposed relief with respect to the Lien Claims is warranted in these chapter 11 cases.

B. The Payment of PACA/PASA Claims is in the Best Interests of the Debtors' Businesses and their Estates and Does Not Adversely Affect Any Parties in Interest

29. The prompt and full payment of PACA/PASA Claims should be authorized by the Court. The disposition of Trust Assets is subject to the jurisdiction of the bankruptcy court. *See Monterey Mushrooms, Inc. v. Carolina Produce Distribs., Inc.*, 110 B.R. 207, 209 (W.D.N.C. 1990); *Allied Growers Co-Op, Inc. v. United Fruit and Produce Co.*, 86 B.R. 14, 16 (Bankr. D. Conn. 1988). Assets governed by PACA or PASA, however, do not constitute property of the Debtors' estates. *See In re Kornblum & Co.*, 81 F.3d 280, 284 (2nd Cir. 1995); *Morris Okun, Inc. v. Harry Zimmerman, Inc.*, 814 F. Supp. 346, 348 (S.D.N.Y. 1993). As a result, the distribution of assets to the PACA/PASA Claimants falls outside the priority scheme of the Bankruptcy Code, and the PACA/PASA Claimants holding PACA/PASA Claims are, thus, entitled to payment from the respective Statutory Trust ahead of the Debtors' other creditors. *See, e.g., In re Magic Rests., Inc.*, 205 F.3d 108, 110 (3d Cir. 2000); *Consumers Produce Co., Inc. v. Volante Wholesale Produce, Inc.*, 16 F.3d 1374, 1377-78 (3d Cir. 1994). Accordingly, the requested relief does not prejudice the Debtors' creditors. In fact, payment made to PACA/PASA Claimants on account of PACA/PASA Claims is consistent with the intent of PACA and PASA and, moreover, will inure to the benefit of the Debtors and all parties in interest by (i) facilitating the continued purchase and receipt of fresh produce and other products and (ii) avoiding potential disruption to the Debtors' business operations.

30. Notably, in certain circumstances, shareholders, officers, or directors of a corporate entity who are in a position to control trust assets but breach the fiduciary duty to preserve those assets may be held personally liable under PACA or PASA, as applicable. *See*

Sunkist Growers, Inc. v. Fisher, 104 F.3d 280, 283 (9th Cir. 1997); *see also Goldman-Hayden Co. v. Fresh Source Produce, Inc.*, 217 F.3d 348, 350 (5th Cir. 2000). Thus, to the extent that any valid obligations arising under PACA or PASA remain unsatisfied by the Debtors, the Debtors' officers and directors may be subject to lawsuits during the pendency of these chapter 11 cases. Any such lawsuit (and the ensuing potential liability) would distract the Debtors and their officers and directors from administering the Debtors' estates and, moreover, could lead to the assertion of substantial indemnification claims under the Debtors' governing documents, employment agreements, and applicable laws.

31. Finally, payment of PACA/PASA Claims will inure to the benefit of the Debtors' estates by preserving goodwill between the Debtors and certain of the vendors of fresh produce and meat and poultry products. Without the relief requested herein, the Debtors could be subject to numerous claims, adversary proceedings, and motions, including motions by PACA/PASA Claimants for relief from the automatic stay and/or complaints for injunctive relief, which would result in the unnecessary expenditure of time, effort, and money by the Debtors.

C. The Obligations Owed Under the Prepetition Purchase Orders for Postpetition Goods and Services Are Administrative Expense Claims Under Section 503(b) of the Bankruptcy Code

32. Pursuant to section 503(b) of the Bankruptcy Code, obligations that arise in connection with the postpetition delivery of necessary goods and services are afforded administrative expense priority because they benefit the estate postpetition. 11 U.S.C. § 503(b)(1)(A); *see In re Chateaugay Corp.*, 10 F.3d 944, 956 (2d Cir. 1993) (holding that an obligation arising from the postpetition performance relating to a prepetition transaction is entitled to administrative expense priority) *In re A.C.E. Elevator Co., Inc.*, 347 B.R. 473, 481 (Bankr. S.D.N.Y. 2006) (holding that to receive a claim under section 503 a claimant must

provide a postpetition benefit to the estate). Additionally, under section 363 of the Bankruptcy Code, the Debtors can continue to operate in the ordinary course of business including honoring postpetition obligations under Prepetition Orders without prior court approval.

33. Accordingly, granting the relief sought herein with respect to the Prepetition Orders will not provide the Vendors with any greater priority than they would otherwise be entitled to, and will not prejudice any part in interest. Absent such relief, the Debtors may be required to expend substantial time and effort reissuing the Prepetition Orders to provide their vendors with assurance of administrative priority. This disruption to the continuous flow of goods and services to the Debtors would seriously impact the Debtors' ability to operate their business. Without the support of their vendors, the Debtors will incur significant costs and lose valuable business relationships to the detriment of all parties in interest. Therefore, the obligations owed under the Prepetition Orders relating to goods delivered postpetition should be explicitly granted administrative expense status.

Reservation of Rights

34. Nothing contained herein is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors; (ii) a waiver of the Debtors' or any appropriate party in interest's rights to dispute the amount of, basis for, or, validity of any claim against the Debtors; (iii) a waiver of any claims or causes of action that may exist against any creditor or interest holder; or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, program, policy, or lease between the Debtors and any third party under section 365 of the Bankruptcy Code. Likewise, if the Court grants the relief sought herein, any payment made pursuant to the Court's order is not intended to be and should not be construed as an admission to the validity of any claim or a waiver of the Debtors' rights to dispute such claim subsequently.

The Debtors Have Satisfied Bankruptcy Rule 6003(b)

35. Bankruptcy Rule 6003(b) provides that, to the extent relief is necessary to avoid immediate and irreparable harm, a Bankruptcy Court may issue an order granting “a motion to use, sell, lease, or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition” before twenty-one (21) days after filing of the petition. Fed. R. Bankr. P. 6003(b). As described above, payment of the Lien Claims, Prepetition Orders, and PACA/PASA Claims is integral to the Debtors’ operations and is necessary to maintain the Debtors’ operations, as well as the confidence and goodwill of the Debtors’ customer base. Failure to implement the relief with respect to the Lien Claimants, Prepetition Orders, and PACA/PASA Claimants during the first 21 days of these chapter 11 cases will jeopardize value for the Debtors’ estates and creditors. Moreover, it is the Debtors’ business judgment that continuation of their positive relationship with the Lien Claimants and PACA/PASA Claimants is imperative to their continued operations. Accordingly, the Debtors submit that the relief requested herein is necessary to avoid immediate and irreparable harm and, therefore, Bankruptcy Rule 6003(b) is satisfied.

Compliance with Bankruptcy Rule 6004(a) and Waiver of Bankruptcy Rule 6004(h)

36. To implement the foregoing successfully, the Debtors request that the Court find that notice of the Motion is adequate under Bankruptcy Rule 6004(a) under the circumstances, and waive the fourteen (14) day stay of an order authorizing the use, sale, or lease of property under Bankruptcy Rule 6004(h). As explained above and in the Riecker Declaration, the relief requested herein is necessary to avoid immediate and irreparable harm to the Debtors. Accordingly, ample cause exists to justify the finding that the notice requirements under Bankruptcy Rule 6004(a) have been satisfied and to grant a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h), to the extent such notice requirements and stay apply.

Notice

37. Notice of this Motion will be provided to (i) the Office of the United States Trustee for Region 2; (ii) the holders of the twenty (20) largest unsecured claims against the Debtors (on a consolidated basis); (iii) counsel for Bank of America, N.A., as administrative agent under the First Lien Credit Facility and the DIP ABL Agent; (iv) counsel for Citibank, N.A., as administrative agent under the Stand-Alone L/C Facility; (v) counsel for JPP, LLC, as administrative agent under the Second Lien Credit Facility, the IP/Ground Lease Term Loan, and the Consolidated Secured Loan Facility; (vi) counsel for Computershare Trust Company N.A., as indenture trustee for the Second Lien PIK Notes, the Holdings Unsecured PIK Notes, and the Holdings Unsecured Notes; (vii) counsel for Wilmington Trust, National Association, as indenture trustee for the Second Lien Notes; (viii) counsel for The Bank of New York Mellon Trust Company, N.A., as successor trustee for the SRAC Unsecured PIK Notes, the SRAC Unsecured Notes, and the SRAC Medium Term Notes; (ix) the Pension Benefit Guaranty Corporation; (x) the Unions; (xi) the Securities and Exchange Commission; (xii) the Internal Revenue Service; and (xiii) the United States Attorney's Office for the Southern District of New York. The Debtors submit that, in view of the facts and circumstances, such notice is sufficient and no other or further notice need be provided.

38. No previous request for the relief sought herein has been made by the Debtors to this or any other Court.

WHEREFORE the Debtors respectfully request entry of interim and final orders granting the relief requested herein and such other and further relief as is just.

Dated: October 15, 2018
New York, New York

/s/ Ray C. Schrock P.C.
WEIL, GOTSHAL & MANGES LLP
767 Fifth Avenue
New York, New York 10153
Telephone: (212) 310-8000
Facsimile: (212) 310-8007
Ray C. Schrock, P.C.
Jacqueline Marcus
Garrett A. Fail
Sunny Singh

*Proposed Attorneys for Debtors
and Debtors in Possession*

Exhibit A

Proposed Interim Order

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X	
In re	:
	:
SEARS HOLDINGS CORPORATION, <i>et al.</i> ,	:
	:
	:
Debtors. ¹	:
-----X	

Chapter 11
Case No. 18-_____ (RDD)
(Jointly Administered)

**INTERIM ORDER AUTHORIZING DEBTORS TO (I) PAY PREPETITION CLAIMS
OF (A) SHIPPERS, WAREHOUSEMEN, AND OTHER NON-MERCHANDISE
LIEN CLAIMANTS AND (B) HOLDERS OF PACA/PASA CLAIMS, AND (II)
CONFIRM ADMINISTRATIVE EXPENSE PRIORITY FOR PREPETITION ORDERS
DELIVERED TO THE DEBTORS POSTPETITION, AND SATISFY SUCH
OBLIGATIONS IN THE ORDINARY COURSE OF BUSINESS**

Upon the motion (the “**Motion**”) of Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (collectively, the “**Debtors**”), pursuant to sections 105(a), 363, and 503 of title 11 of the United States Code (the “**Bankruptcy Code**”), for entry of interim and final orders (i) authorizing but not directing them to pay (a) Shipping and Warehousing Charges, (b) Non-Merchandise Lien Claims, and (c) PACA/PASA Claims, and (ii) granting administrative priority status to all

¹The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); Sears, Roebuck de Puerto Rico, Inc. (3626); SYW Relay LLC (1870); Wally Labs LLC (None); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); and Sears Brands Management Corporation (5365). The location of the Debtors’ corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

undisputed obligations of the Debtors owing to third party vendors and suppliers arising from the postpetition delivery of goods ordered prior to the Commencement Date and authorizing the Debtors to pay such obligations in the ordinary course of business, all as more fully set forth in the Motion; and the Court having jurisdiction to decide the Motion and the relief requested therein pursuant to 28 U.S.C. §§ 157(a)–(b) and 1334(b) and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Motion and the requested relief being a core proceeding pursuant to 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the interim relief requested in the Motion having been given as provided in the Motion; such notice having been adequate and appropriate under the circumstances, and it appearing that no other or further notice need be provided; and the Court having held a hearing to consider the relief requested in the Motion on an interim basis on October 15, 2018 (the “**Interim Hearing**”); and upon the Riecker Declaration, filed contemporaneously with the Motion, and the record of the Interim Hearing, and upon all of the proceedings had before the Court; and the Court having determined that the legal and factual bases set forth in the Motion establish just cause for the relief granted herein; and it appearing that the interim relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates as contemplated by Bankruptcy Rule 6003, provides a net benefit to the Debtors and their estates after taking into account the Bankruptcy Code’s priority scheme, and is in the best interests of the Debtors, their estates, their creditors, and all parties in interest; and after due deliberation and sufficient cause appearing therefor,

IT IS HEREBY ORDERED THAT:

1. The Motion is granted on an interim basis to the extent set forth herein.

2. The Debtors are authorized, but not directed, to pay the prepetition Lien Claims; *provided that*, the Debtors are authorized, but not directed, to pay only amounts due and payable as of the Commencement Date and amounts that are or become due and payable between the Commencement Date and the date that a final order on the Motion is entered, unless otherwise ordered by the Court.

3. The Debtors, in their sole discretion, shall undertake appropriate efforts to cause the Lien Claimants to acknowledge in writing that payment of their respective Lien Claims is conditioned upon such Lien Claimant continuing to supply services to the Debtors on terms that, at a minimum, such Lien Claimant provided to the Debtors on a historical basis prior to the Commencement Date, or such other trade practices and programs that are at least as favorable to the Debtors as those in effect during such time, and the Debtors reserve the right to negotiate new trade terms with any Lien Claimant as a condition to payment of any such claim.

4. The Debtors may condition, in their sole discretion, payment of Lien Claims on the agreement of such Lien Claimants to continue supplying goods and services to the Debtors on the same trade terms given to them prior to the Commencement Date or upon new trade terms (to the extent agreed to by the Debtors and the applicable Lien Claimant, the “**Agreed Terms**”).

5. To the extent a Lien Claimant fails to comply with the Agreed Terms, the Debtors may, in their sole discretion, (i) cause (a) any payment made to such Lien Claimant on account of its asserted lien claim to be deemed to have been in payment of then outstanding postpetition obligations owed to the Lien Claimant and (b) the Lien Claimant shall be required to immediately repay to the Debtors any payment made to it on account of its asserted lien claim to the extent the aggregate amount of such payments exceeds the postpetition obligations then

outstanding, without the right of any setoffs, claims, provision for payment of reclamation or trust fund claims, or otherwise.

6. Neither the Debtors nor any other party in interest concedes that any liens (contractual, common law, statutory or otherwise) satisfied pursuant to this Interim Order are valid, and the Debtors expressly reserve the right to contest the extent, validity or perfection or seek the avoidance of all such liens.

7. The Debtors are hereby directed to pay PACA/PASA Claims in the ordinary course of business consistent with the parties' customary practices in effect prior to the Commencement Date.

8. All undisputed obligations of the Debtors arising from the postpetition delivery or shipment by of goods under the Prepetition Orders are granted administrative expense priority status pursuant to section 503(b)(1)(A) of the Bankruptcy Code, and the Debtors are authorized, but not directed, to pay such obligations in the ordinary course of business consistent with the parties' customary practices in effect prior to the Commencement Date.

9. Nothing in the Motion or this Interim Order shall be deemed to authorize the Debtors to accelerate any payments not otherwise due prior to the date of the hearing to consider entry of an order granting the relief requested in the Motion on a final basis (the "**Final Hearing**").

10. Notwithstanding anything in the Motion or this Interim Order to the contrary, any payment made or action taken by any of the Debtors pursuant to the authority granted herein, as well as the exercise of any and all other rights and authorizations granted or approved hereunder, shall be subject in all respects to, as applicable: (i) the orders approving the Debtors' use of cash collateral and/or post-petition debtor-in-possession financing facilities

(collectively, the “**DIP Orders**”); (ii) the other documentation governing the Debtors’ use of cash collateral and postpetition financing facilities; and (iii) the Approved Budget (as defined in the DIP Orders).

11. To the extent there is any inconsistency between the terms of any of the DIP Orders and this Interim Order, the terms of the DIP Order (or DIP Orders, as applicable) shall control.

12. Nothing contained in the Motion or this Interim Order nor any payment made pursuant to the authority granted by this Interim Order is intended to be or shall be construed as (i) an admission as to the validity of any claim against the Debtors, (ii) a waiver of the Debtors’ or any appropriate party in interest’s rights to dispute the amount of, basis for, or validity of any claim against the Debtors, (iii) a waiver of any claims or causes of action which may exist against any creditor or interest holder, or (iv) an approval, assumption, adoption, or rejection of any agreement, contract, lease, program, or policy between the Debtors and any third party under section 365 of the Bankruptcy Code.

13. Notwithstanding entry of this Interim Order, nothing herein shall create, nor is intended to create, any rights in favor of or enhance the status of any claim held by, any party.

14. The requirements of Bankruptcy Rule 6003(b) have been satisfied.

15. Under the circumstances of these chapter 11 cases, notice of the Motion is adequate under Bankruptcy Rule 6004(a).

16. Notwithstanding Bankruptcy Rule 6004(h), this Interim Order shall be immediately effective and enforceable upon its entry.

17. This Interim Order is effective only from the date of entry through this Court's disposition of the Motion on a final basis; *provided that*, the Court's ultimate disposition of the Motion on a final basis shall not impair or otherwise affect any action taken pursuant to this Interim Order.

18. The Debtors are authorized to take all action necessary to effectuate the relief granted in this Interim Order.

19. The Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation and/or enforcement of this Interim Order.

20. The Final Hearing on the Motion shall be held on _____, 2018, at _____ (Prevailing Eastern Time), and any objections or responses to the Motion shall be in writing, filed with the Court, and served upon (i) the proposed attorneys for the Debtors, Weil, Gotshal & Manges LLP, 767 Fifth Avenue, New York, New York 10153 (Attn: Ray C. Schrock, P.C., Jacqueline Marcus, Esq., Garrett A. Fail, Esq., and Sunny Singh, Esq.); (ii) the Office of the United States Trustee for Region 2, 201 Varick Street, Suite 1006, New York, New York 10014 (Attn: Paul Schwartzberg, Esq. and Richard Morrissey, Esq.); and (iii) counsel for the DIP ABL Agent, with a copy to the Court's chambers, in each case so as to be received no later than 4:00 p.m. (Prevailing Eastern Time) on _____, 2018.

Dated: _____, 2018
White Plains, New York

THE HONORABLE ROBERT D. DRAIN
UNITED STATES BANKRUPTCY JUDGE

EXHIBIT - C

Letter to Vendors

Date: October 15, 2018
To: Vendors
From: Robert Riecker
Re: An Important Update from Sears Holdings

To our valued vendors:

I am writing to give you an important update about Sears Holdings.

We have announced a series of actions to position us to establish a sustainable capital structure, continue streamlining our operations, and grow profitably for the long term. While we have sought to avoid a Chapter 11 process, we have ultimately determined that this is the most effective and orderly way to achieve a debt solution as efficiently as possible and be better positioned for the future. We began this process on October 15. Our goal is to emerge as a member-centric company, reorganized around a smaller platform of profitable stores, with the capital needed to allow us to prosper in the future.

We appreciate your ongoing support and are committed to being a great partner to you through this period and beyond. As a first step, we filed a number of customary motions with the Bankruptcy Court to ensure a smooth transition into the restructuring process without disruption to our day-to-day operations.

I would like to highlight some key points from our announcement:

- **We're open for business:** Our Sears and Kmart stores, and online and mobile platforms, are open and continue to serve our members and customers. Further, Sears Holdings' services and brand businesses will also operate as usual. We continue to rely on you to provide the goods and services necessary for us to continue providing our customers and members with trusted service.
- **We do not anticipate any impact to vendor payments:** We intend to pay vendors in the ordinary course for all goods and services provided on or after the filing date. Invoices for these goods and services should be submitted through the ordinary channels, and payments will be processed in accordance with the terms of our purchase order or contract. Claims for amounts owed, for goods delivered, and services rendered prior to the filing date will be determined by the Court.
- **We have sufficient funding for ongoing operations:** We have received commitments for \$300 million in new debtor-in-possession (DIP) financing and are negotiating a \$300 million subordinated DIP financing. Subject to court approval, this financing is expected to support our operations – and meet our obligations to vendors – during this process.

LEADERSHIP CHANGES

In conjunction with this news, Eddie Lampert has stepped down as CEO. To manage the day-to-day operations of the Company, our Board of Directors has created an Office of the CEO, which will be composed of Robert A. Riecker, Chief Financial Officer; Leena Munjal, Chief Digital Officer; and Gregory Ladley, President of Apparel and Footwear. This strong group will be supported by our new Chief

Restructuring Officer, Mohsin Meghji of M-III Partners, as well as the rest of our Senior Leadership Team. They will be very focused on our vendor partners, and look forward to working with you through our restructuring process.

KEEPING YOU INFORMED

As part of our commitment to you, we will update you throughout the process. You can expect that your points-of-contact at the company will remain the same – and you will be hearing from this person shortly.

In the meantime, to help answer questions you may have about our restructuring, we have posted information for our vendors, including FAQs, on the following website: restructuring.searsholdings.com. You can also contact Sears Holdings' claims agent, Prime Clerk, at (844) 384-4460 (for toll-free domestic calls) and +1 (929) 955-2419 (for tolled international calls), or email searsinfo@primeclerk.com. While we anticipate today will be a very busy day, we will make every effort to return your call or email and connect with you on any questions you may have.

Thanks to your continued support and the proactive steps we're taking, we look forward to Sears Holdings emerging stronger than before. We look forward to continuing our work together.

Sincerely,

Robert Riecker
Chief Financial Officer

###

Vendor Talking Points

Introduction

- As one of our valued vendors, we want to give you an important update about Sears Holdings.
- As you know, over the last several years, we have worked hard to transform our business.

Our Chapter 11 Filing

- We have announced a series of actions to position us to establish a sustainable capital structure, continue streamlining our operations, and grow profitably for the long term.
- Our goal is to emerge as a member-centric company, reorganized around a smaller platform of profitable stores, with the capital needed to allow us to prosper in the future.

Business as Usual

- We are open for business and the restructuring will have little impact on our day-to-day operations.
- As a first step, we filed a number of customary motions with the Bankruptcy Court to ensure just that.
- Importantly, we have sufficient funding for ongoing operations.
- We have received commitments for \$300 million in new debtor-in-possession (DIP) financing and are negotiating a \$300 million subordinated DIP financing.
- Subject to court approval, this financing is expected to support our operations – and meet our obligations to vendors – during this process.

Impact on Vendor Claims

- We intend to pay vendors and partners in the ordinary course for all goods and services provided on or after the filing date.
 - Invoices for these goods and services should be submitted through the typical channels, and payments will be processed in accordance with the terms of your purchase order or contract.
- Claims for amounts owed, for goods delivered, and services rendered prior to the filing date will be determined by the Court.

Leadership Change

- To manage the day-to-day operations of the Company, our Board of Directors has created an Office of the CEO, which will be composed of Robert A. Riecker, Chief Financial Officer; Leena Munjal, Chief Digital Officer; and Gregory Ladley, President of Apparel and Footwear.
- The Office of the CEO will be supported by our newly appointed Chief Restructuring Officer, Mohsin Meghji of M-III Partners, as well as our Senior Leadership Team.
- They will be very focused on our vendor partners, and look forward to working with you through our restructuring process.
- Eddie Lampert has stepped down as CEO. He will remain Chairman of the Board.

Ongoing Partnership with Our Vendors

- We are committed to being a great partner to you through this period and beyond.
- We are committed to paying you on a timely basis for the goods and services you provide to us on a going-forward basis.
- During this process, we continue to rely on you to provide the goods and services necessary for us to continue providing our customers and members with trusted service.

Commitment to Communication

- We will provide updates throughout the process as events warrant.
- You can expect that your points-of-contact at the company will remain the same.
- I'm happy to answer any questions you may have to the best of my abilities.
- To help answer some of the most common vendor questions about our restructuring, we have posted information for our vendors, including FAQs, on the following website: restructuring.searsholdings.com.

Conclusion

- Thank you for your continued support.
- We believe the proactive steps we're taking will help Sears Holdings emerge stronger than before.

###